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VOL. XLII., No. 37.

The Solicitors' Journal and Reporter.

LONDON, JULY 16, 1898.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

WE ARE GLAD to observe that the Companies Act, 1867, Amendment (No. 2) Bill, promoted by the Council of the Incorporated Law Society, was read a third time in the House of Commons on Wednesday, and we trust it may now be considered safe to pass into law. The Bill has not, we believe, been reprinted since it was altered; but we understand that its object is to facilitate the filing of proper contracts in respect of fully paid-up shares, in place of defective contracts already filed.

IN THE COURSE of the hearing on Wednesday of a trade-mark case, the Master of the Rolls said he wished it to be generally known by solicitors that a copy of a judge's notes of *viva voce* evidence taken before him should be applied for at a reasonable time before the hearing of an appeal, so that the judge's clerk might have time to make the copy. The application was often postponed to the last moment, and there was not time to make a copy before the hearing of the appeal. The original notes were not always easy to read.

WE REFERRED last week to the suggestions of the Incorporated Law Society with regard to service in Scotland. The case presented in the committee's report constitutes an unanswerable plea for equal rights on behalf of the English litigant. It may appear to be a work of supererogation to attempt to add to the strength of that plea, but we hope that in any communications which may pass on this subject the important case of *Wood* v. *Middleton* (45 W. R. 184; L. R., 1897, 1 Ch. 151) will not be overlooked. In that case an action was commenced by summons in the county court of Cumberland against a defendant resident in Scotland. Ord. 51, r. 23, of the County Court Rules, 1889, is in the following terms:

> "Where a defendant sued under section 67 of the Act shall be out of England or Wales, the judge, or in his absence the registrar, may upon an affidavit of the fact, direct the service of the summons to be effected within such time and in such manner as the judge or registrar may think fit."

In accordance with the terms of this rule the registrar gave leave to serve the defendant in Scotland, which was done. The action was afterwards removed into the High Court, and the

question of jurisdiction was argued before STIRLING, J. The learned judge held that the above county court rule was valid, and within the power of the rule-making authority to make; that the service effected was therefore good service, and that had the action remained in the county court the jurisdiction could not have been objected to. But it had transpired that the subject-matter of the action exceeded the jurisdiction of the county court, and the registrar therefore transferred it to the High Court, as he was bound to do. The question, therefore, resolved itself into whether the High Court had jurisdiction, and the judge held that if the action had been commenced in the High Court, there would have been no jurisdiction to order service in Scotland, and consequently that, although the county court would have had jurisdiction if it had remained a county court action, the High Court could not acquire any similar jurisdiction by the mere fact of the transfer of the action from the county court to the High Court.

THE ABOVE case appears to us to throw a striking light upon the absurdity and injustice of the existing state of affairs as to service of English process in Scotland. The county court has assumed for years past a *free* right to serve its process in Scotland, and this right is also freely assumed by both the Court of Session and the lower courts in Scotland. The enactments conferring this right upon the Scottish courts will be found in a previous article on this subject (vol. 41, p. 184). Notwithstanding all this, the High Court in England is denied the right to serve an originating summons or petition in Scotland, and its power to order service of a writ of summons is hedged round by all manner of restrictions which are unknown to the Scottish courts or even our own county courts. Another fact which makes the present state of affairs even more absurd is that, as long ago as 1891, the Rules of the Supreme Court (Ireland) came into force, and ord. 11, r. 10, of those rules provides that "The rules of this order (service out of the jurisdiction) shall apply to originating summonses and petitions and other originating proceedings." These facts speak for themselves. They shew that the powers assumed by the Irish courts and by the English county courts were properly assumed, and that they have never met with any objection from the Scottish courts. And they shew that the only person who is shut out from participation in these reciprocal rights to serve originating process of all kinds out of the jurisdiction, but within the United Kingdom, is the English litigant in the English High Court. Why this state of affairs should have continued so long seems to us inexplicable.

THE COURT of Appeal have, as might have been expected, affirmed (*ante*, p. 635) the recent decision of KEKEWICH, J., in *Re White, Pennell* v. *Franklin* (46 W. R. 247). A testator, who died in 1891, appointed three persons as trustees and executors of his will. One of them was a solicitor, and he was expressly empowered by the will to make professional charges. The estate proved insolvent and the will was proved by the solicitor alone, who acted professionally in the administration, and then proposed to charge his costs against the estate. Unfortunately the earlier decisions, including decisions of the Court of Appeal, made it impossible for such a claim to be supported, and it was rejected by KEKEWICH, J. Apart from the express power in the will, the solicitor would have had no right to make any charge at all, even had the estate been solvent. His right to charge, therefore, sprang from the bounty of the testator, and the money, had he received it, would have come to him as a gift. This is, at least, the legal theory, and on the strength of it it has been held that a solicitor who attests the will debars himself from taking advantage of the provision in question (*Re Barber*, 34 W. R. 395, 31 Ch. D. 665; *Re Pooley*, 37 W. R. 17, 40 Ch. D. 1); but if the costs, when taken under the provision, are a gift so as to render the solicitor incompetent as an attesting witness, they are equally a gift or a legacy when it comes to be a question of paying them out of an insolvent estate. They cannot rank with the claims of creditors, and the solicitor must forego them notwithstanding that he has done the work whereby they are earned. The result, as the Master of the Rolls in the present case observed, is hard upon the solicitor, but it follows too clearly from legal principle to be gainsaid.

THE REPORT of the Legal Procedure Committee of the Incorporated Law Society, to which we referred last week, deals also with the Land Charges Bill, which has now passed the House of Lords. The Bill, as we have already pointed out, substitutes for the writ of *elegit* a system of charging orders under which the execution creditor will have the power of realizing the debtor's lands as though he were mortgagee. It is contemplated, apparently, that the judgment creditor shall be entitled to a charging order as a matter of right, but no provision is made for such an order being made *ex parte*; and since, as the report points out, a summons after judgment requires to be served on the debtor personally, the creditor will be powerless to get his charging order if the debtor chooses to elude service. The creditor would thus be in a worse position than under the existing practice as to *elegit*. On the other hand, the Bill assists the creditor by enabling him to get an order charging any interest of the debtor in land, whereas certain interests are not extendible under an *elegit*. The second clause of the Bill empowers the Lord Chancellor to provide for the removal of the business conducted in the Registry of Judgments Department of the Central Office to the Office of Land Registry. This naturally meets with the approval of the committee, for some registers are already kept at the Land Registry, and it is obvious that all the registers which a purchaser of land may require to search ought to be collected at the same office. The committee further urge that contracts with corporations, which under Local Improvement Acts are binding upon land and have to be registered with the town clerk, ought also to be registered at the Central Office. Of course such local registration should never have been allowed unless accompanied also by central registration, but the precedent has been set and the Legislature continues to allow of the multiplication of local registers to the great trouble and expense of purchasers.

AN ATTEMPT was made in *Groves* v. *Lord Wimborne* (*ante*, p. 633) to upset the settled doctrine that an action will lie at the suit of a workman against his employer for injury caused by the employer's failure to perform his statutory duty of fencing dangerous machinery under section 5 of the Factory Act, 1878. For any such default the employer is liable to a penalty under the Act, and hence, it was urged, he is exempted from being at the same time liable to an action. But the argument, which is opposed to a long series of decisions, was rejected by the Court of Appeal. In *Coe* v. *Platt* (7 Ex. 460), which was upon the Act 7 & 8 Vict. c. 15, the plaintiff failed on another ground, but it was not doubted that, could he have proved the neglect of the statutory duty, he would have been entitled to recover. *Holmes* v. *Clarke* (6 H. & N. 349) and *Britton* v. *Great Western Cotton Co* (L. R. 7 Ex. 130) are both direct decisions that the action will lie notwithstanding that the plaintiff goes on working with knowledge of the risk he runs, provided he has complained; and in *Baddeley* v. *Earl Granville* (19 Q. B. D. 423) the Divisional Court not only held that the action would lie, but also, following an intimation by the majority of the Court of Appeal in *Thomas* v. *Quartermaine* (18 Q. B. D. 685), that the maxim *volenti non fit injuria* was not available to the employer by way of defence. In the present case of *Groves* v. *Lord Wimborne* the Court of Appeal have given cogent reasons why the statutory penalty should not exclude civil liability. Under section 82 of the Act of 1878, indeed, the whole or part of the penalty may, at the discretion of the Home Secretary, be applied for the benefit of the injured person or his family, but this is not the same thing as giving him a direct claim for compensation against the employer, nor does it follow that the penalty imposed will bear any proportion to the injury inflicted on the workman. The neglect of the statutory duty may be venial and yet the consequences severe. The penalty, therefore, does not correspond to the employer's civil liability to the workman, and, in the absence of any indication of such an intention in the Act, the civil liability is not excluded. As just

stated, the maxim *volenti non fit injuria* furnishes the employer with no defence to the action; it is now held, further, that he cannot set up the defence of common employment. Even though the omission to fence is immediately due to the negligence of a fellow-workman of the plaintiff, yet the employer cannot delegate to another the performance of his statutory duty, and he remains liable.

We print elsewhere a well-reasoned letter from a correspondent, who raises an important point in connection with our articles on the Land Transfer Rules. The question at issue seems capable of being thus stated: A. is the owner of land subject a legal mortgage to B., and A. registers; does the registration operate to divest B.'s legal estate and to vest it in A.? Our correspondent submits that it does. It seems to us that the policy of the Land Transfer Acts is to shew by the register the person capable of transferring or charging the registered land. All other estates may be created in like manner as if the land were unregistered. Thus if a registered proprietor conveys his land by unregistered disposition the legal estate (if vested in him) passes to the grantee subject to be divested by a registered disposition: see Act of 1875, s. 49. There is, therefore, nothing incompatible with the scheme of the Acts in B.'s retaining the legal estate. B.'s estate is an incumbrance and will be noted on the register where the registration is with an absolute title. B. cannot without his consent be given a registered charge in place of his legal mortgage: see rule 118. Again, the rule referred to in our sixth article, that there cannot be two common law fees co-existing in the same land is only a rule of the common law, and may be suspended by force of a statute. Moreover, it seems to have been disregarded in the case of a long term enlarged into a fee simple under section 65 of the Conveyancing and Law of Property Act, 1881. Of course we admit that the common law courts will take cognizance of the statutory fee for the purposes of the Act, but the question is, what is the value of that estate for the purposes of unregistered dealings? Is the old common law fee merged therein or not? Assuming that where land is registered with an absolute title (the prior incumbrance having been discharged but the legal estate not reconveyed) a registered transfer for value by the registered proprietor will, as we think it does, pass the legal estate to the purchaser; thus, as regards absolute titles, the point is not of great importance, inasmuch as the registered proprietor, so long as he is in possession, will have the usual mortgagor's power to lease. In the case of possessory titles, however, the point is of considerable importance, and seems to us to depend on the construction of section 8 of the Act of 1875, which, as we pointed out (*ante*, pp. 505-6), may be read in two ways, and we stated that it would not be safe to act on the view that, on mere payment off of the incumbrance paramount to the estate conferred by registration, the legal estate vested in the proprietor without reconveyance. It will thus appear that the articles are not based on the assumption that the statutory estate is not the legal estate, but that in practice it will not be safe to assume that it is. Our correspondent thinks that his view is confirmed by rule 97, which provides for the case of a registered proprietor refusing to execute a transfer on a sale by a legal mortgagee under a mortgage made prior to first registration. We contend, however, that in the case of a possessory title an exercise of such a mortgagee's power of sale operates to remove the land from the register unless the purchaser is willing to adopt the registration and take a transfer under rule 97: see *Re Winter* (L. R. 15 Eq. 156) and *ante*, p. 551. In a compulsory district this is immaterial, as the purchaser would have to re-register. As regards our correspondent's contention that his view is supported by the fact that a purchaser can be registered without taking a conveyance, we have already pointed out (*ante*, p. 486) that in the case of a possessory title this would bring the contract for sale on the title, but undoubtedly if his contention is right the legal estate would pass by the registration, which has to be assented to by the vendor, instead of by conveyance.

Hardly a day passes on which we may not read in the police intelligence in the newspapers of proceedings against the proprietors of some "bogus club." These so-called clubs are, as a rule, houses kept for the purpose of affording persons the opportunity of doing acts which are forbidden by law in places of public resort. No doubt the proprietors of such places often break the law in many ways, but the charge most frequently preferred against them is that of selling liquor without a licence. Generally the question turns on whether the establishment is a *bond fide* club or not, and a conviction is obtained upon proof that there is no difficulty in the way of anyone who chooses obtaining admission and purchasing liquor. Houses of this description are no doubt a danger to public order and to morality, and those who keep them deliberately break the law for their own profit. There are, however, many clubs in London and elsewhere—some of them of the highest possible respectability—in which the licensing laws are, in our opinion, broken every day with impunity. The law says that no person shall sell by retail any intoxicating liquor without being duly licensed so to do. But surely this is exactly what the owner of every proprietary club does? He sells liquor, presumably at a profit, and he is not licensed. There are various kinds of clubs, but they may probably all be divided into two classes. In the first class may be placed all clubs the members of which themselves own the property of the club. In these clubs the members are joint owners of the society's property, and the committee, managers, or trustees are their agents. Under such circumstances, it was held in *Graff* v. *Evans* (30 W. R. 380, 8 Q. B. D. 373) that liquor purchased by the committee for the use of members, and sold to the members individually as they require it, is not "sold" within the meaning of the Licensing Act. In fact it is clear that, as soon as the committee purchase the liquor, each member becomes part owner of it, and what happens subsequently is merely a convenient method of distributing the liquor amongst persons who already are its owners, and who themselves alone profit by the transaction. In the second class of clubs may be placed all those in which membership is not co-extensive with ownership, in fact all *proprietary* clubs. Sometimes these are kept by one person, or by several in partnership. Sometimes they are the property of a limited company. In these the members, as such, do not own the goods of the club, and membership and ownership are quite distinct. The proprietor buys the liquor and does, in the ordinary sense, sell it again to the members; and the profit, if any, from the transaction goes into his pocket. Such societies are no doubt perfectly *bond fide* clubs, but, none the less, it is submitted, the proprietor infringes the licensing laws. In *Bowyer* v. *The Percy Supper Club* (*Limited*) (42 W. R. 29, [1893] 2 Q. B. 154) the club in question was owned by a limited company, and the High Court held that the company was liable to conviction for selling to members without being licensed. Mathew, J., went so far as to say that he was wholly unable to see any distinction between a case of that sort and the case of a friendly society arranging with the landlord of a public-house that they should have the use of a room on certain occasions and be supplied by him with liquor. The question of proprietary clubs does not seem to have yet been thoroughly gone into; but, when they do receive the attention of the court, it will probably be held that whenever liquor is sold by the proprietor for his own benefit a licence is necessary, and that it is immaterial whether the proprietor is a company, a firm, or an individual.

The decision of the House of Lords in *Lord Wolverton* v. *The Attorney-General*, reversing that of the Court of Appeal (1897, 1 Q. B. 231), will be received with satisfaction by the legal profession. The question was as to the liability of the fourth Baron Wolverton to pay succession duty on the value of an annuity of £15,000 to which he became entitled under the trusts of a deed of family arrangement. The second baron, who died in 1887, by his will bequeathed certain bank shares upon certain trusts to the third baron during his life, and bequeathed his residuary estate in trust for his own wife for life, with remainder after her decease to the third baron if then living, and if he should then be dead to the person who should then be the testator's right heir. In 1888 the third baron died without issue in the lifetime of the widow, and the bank shares accordingly fell into the residue. On the death of the third baron five

nieces of the testator were the persons who would, in the event of their surviving the widow, be the co-heiresses of the testator and entitled to the residue. A deed of arrangement was thereupon executed by which the widow, the five nieces, and the fourth baron assigned to trustees their respective interests in the residue upon trust (so far as material) to pay during the life of the widow an annuity of £15,000 to the fourth baron during his life, and after the death of the widow "to continue to pay the said annuity of £15,000" to the person for the time being holding the title of Baron WOLVERTON during his life. The annuity was paid to the fourth baron until the death of the widow in 1894, and upon her death succession duty was claimed by the Crown on the value of the annuity which then began to be payable to him. Legacy duty at 3 per cent. had been paid (upon the death of the widow) upon the whole residue of the testator's estate. Both the Divisional Court (POLLOCK, B., and BRUCE, J.) and the Court of Appeal (Lord ESHER, M.R., and LOPES and RIGBY, L JJ.) held that the annuity which commenced at the death of the widow was not the same annuity as that which was payable in her lifetime, and also that the arrangement made by the deed was not a contract for valuable consideration in money or money's worth within the meaning of section 17 of the Succession Duty Act, 1853, and the House of Lords did not differ from this view. But the Divisional Court appears to have regarded this as leading necessarily to the conclusion that the fourth baron became entitled to the new annuity as successor, and that his succession was liable to the duty. The court seems to have left the other sections of the Act entirely out of consideration. Section 15 was considered by the Court of Appeal, and was held to be inapplicable to the facts of the case. That section enacts, in effect, that where, before the successor is entitled in possession, his succession becomes vested by alienation in any other person, then the duty in respect thereof shall be paid at the same rate and time as if no such alienation had been made or derivative title created. The arrangement under which the fourth baron was entitled to receive the annuity out of the residue which formed the succession of the five nieces was not, in the opinion of the Court of Appeal, an "alienation" to that extent of their succession within the section. They therefore thought that the new annuity was to be regarded as a new succession, and so liable to duty. This view has not been generally approved of, and it has now received its *quietus* from the House of Lords. The new annuity was created by the five nieces, the successors, out of their own succession, and it is a new and a disturbing doctrine to hold that a successor can cause a new succession to be substituted for his own so as to make his alienee liable to pay duty over and above that which is already payable on the original succession. Section 15 seems exactly to fit the circumstances of the present case, with the result that, legacy duty having already been paid on the whole succession, the property is protected from any claim for succession duty by section 18.

THE VESTRY of St. Pancras appear to claim the right of entering upon any premises in order to inspect the sanitary arrangements, even though nothing whatever is brought to their knowledge to lead them to suspect the existence of a nuisance. If such a right exists it is a very wide and arbitrary power to be in the hands of any sanitary authority, and in resisting the vestry's claim the North London Collegiate School for Girls has this week raised a question of considerable importance. Section 1 of the Public Health (London) Act, 1891, puts upon the sanitary authority the duty of causing their district to be inspected from time to time with a view to the discovery of nuisances, and section 10 gives them the right to enter any premises for the purpose of examining as to the existence of a nuisance thereon. There is, however, no provision imposing a penalty upon an occupier who refuses admission to his premises, unless entry is claimed in order to carry out an order of the justices, or is refused with the intention of preventing the discovery of an offence under the Act, or the refusal is declared by some other Act to be penal. If the refusal can be brought under one of these three heads, then by section 115 the person refusing is liable to a fine not exceeding £5. If for any other reason an occupier refuses to admit the officer of the sanitary authority, the only course for the authority to take is to apply to a magistrate under the last-mentioned section for a warrant authorizing entry upon the premises, by force if necessary. But to obtain this warrant the justice must be satisfied that there is reasonable ground for the entry. In the recent case the vestry could only put forward as a "reasonable ground" the fact that several schools in the district had been found to be in a defective sanitary condition. They were unable to allege a single fact to raise suspicion that in this particular case there was any sort of nuisance, and, in the face of a statement that a competent sanitary surveyor had certified the arrangements of the school to be perfect, the magistrate failed to see any reasonable ground, and refused his warrant. Although it is possible this decision may be overruled by the High Court, we submit that it is perfectly sound. The Legislature could never have intended to give a local authority power to enter a private house against the will of the owner unless some reason existed for suspecting the existence of a state of things likely to injure the occupants of the house or the public in general. If a local authority possessed a power such as was claimed by the St. Pancras Vestry, it might be used in a most oppressive and intolerable manner by the over-zealous officers of some districts.

THE CASE of *The Glengyle* is a striking example of the expedition which is possible in the trial of actions in our courts. In August last *The Glengyle*, while on a voyage from London to Japan, was run into and very seriously damaged when in the Straits of Gibraltar. By the prompt action of the salvage steamers *Hermes* and *Newa*, and the tugs *Hercules* and *Nellie*, *The Glengyle* was brought into Gibraltar Bay and saved from becoming a total loss. In October the salvors instituted this action for salvage, and on the 6th of December Mr. Justice BARNES awarded *The Hermes* and *Newa* £19,000 and the tugs £500. On the 16th of February the Court of Appeal upheld the judgment of the Admiralty Court; and on Tuesday last the House of Lords confirmed the decision of the Court of Appeal. From this it would seem that when litigants desire a speedy trial, the courts are in nowise backward in gratifying their desires.

THE SELDEN Society is about to issue to the members, as volume xii. of its publications, "Select Pleas in the Court of Requests, A.D. 1487-1569." This book has been edited for the Society by Mr. I. S. LEADAM, and contains a careful introduction treating of the whole history of this Court, known as "the Court of Poore Men's Causes," from its establishment under Henry VII. to its disappearance under the Commonwealth and Restoration. The publication is of unusual interest, as the history of the Court has not before been fully investigated. This is the volume for 1898. Volume xiii., for 1899, on "Pleas of the Forest Eyre Rolls," by Mr. G. J. TURNER, is already in the press. Volume xiv., for 1900, will be a selection of the early municipal records of Lincoln and Beverley, edited by Mr. ARTHUR F. LEACH.

In the House of Commons, on the 8th inst., on the vote to complete the sum of £107,929 for the Supreme Court of Judicature and other legal departments in Ireland, Mr. Dillon instituted a comparison between the cost of the judicial establishments in Ireland and those in England and Scotland. The Supreme Court of Judicature and other legal departments in Ireland cost £112,000 last year and £107,000 in the year now under discussion, while in England the Supreme Court of Judicature, with, at the lowest estimate, about twenty times the amount of business, cost only £326,000 this year. The law charges in England, with a population of 28,000,000 and an enormous crush of business, were only £79,000, while in Ireland, with a population of only 4,500,000, the law charges and criminal prosecutions cost no less a sum than £62,000. In addition to that there was the Land Court, which cost £119,000, and for which there was no analogy in this country. Then they had got the County Court officers in Ireland, £113,000, whereas in England the sum was only £38,000. The Attorney-General for Ireland said that almost the whole of the expenses of criminal prosecutions in Ireland taken up by the Crown were borne by the Treasury, and appeared on the votes, while in England the cost of prosecutions were largely borne by the public.

PROCEDURE IN ACTIONS ON BILLS OF EXCHANGE.

The report of the Special Committee of the Incorporated Law Society on Legal Procedure, which we printed last week (*ante*, p. 637), contains proposals as to actions on bills of exchange, which are stated, if we may presume to say so, with more regard to brevity than to clearness. The subject is an important one, and two distinct proposals for amendment of procedure are put forward in terms which leave us in some doubt as to what the committee actually desire. The main point is that as regards actions on bills of exchange order 14 is less effective than was the procedure under the Summary Procedure on Bills of Exchange Act, 1855, commonly called Keating's Act, but the words of the report leave us in some doubt as to whether the committee desire the revival of Keating's Act in High Court procedure, or an alteration of order 14. The passage of the report dealing with this point is as follows:

> "The committee are of opinion that the process under the Summary Procedure on Bills of Exchange Act, 1855, was advantageous, and that it has been unduly restricted under order 14. They suggest that in actions on bills of exchange and on certain written documents, and in other special cases to be prescribed, the plaintiff should be entitled to summary judgment unless the defendant obtains leave to defend. In the alternative, they suggest a rule to be made under order 14, by which the plaintiff in an action on a bill of exchange should be entitled immediately after appearance to issue and serve a summons under order 14, on the return of which, without other evidence in support than the production of the bill, he should be entitled to summary judgment unless the defendant shall be then prepared with an affidavit shewing substantial grounds of defence."

We will assume that the first suggestion means the restoration of Keating's Act in High Court procedure. The report does not actually say this in words, but it can mean nothing less, because under the existing procedure a plaintiff is already entitled under order 14 to "summary judgment unless the defendant obtains leave to defend." What the report fails to make clear is that the "leave to defend" here referred to is the "leave to appear and defend" under section 2 of Keating's Act.

Assuming this reading of the report to be correct, it may be well to point out that although Keating's Act is one of the original provisions out of which order 14 grew, there is a difference in principle between the two; and that it would be a very difficult thing to graft the principle of Keating's Act on to procedure under order 14. Nor could it be made part of procedure in the High Court without importing the safeguards provided by the Act. And, moreover, if this were done the rules of procedure regulating the right of the defendant to appear, and the special indorsement, and summary judgment under order 14 would have to be altered so as to entirely take out of their operation actions on bills of exchange. It would not be well to have two separate procedures based upon different principles at work concurrently with regard to a particular kind of action.

The principle of Keating's Act may be shortly summarized as follows: A dishonoured bill of exchange gives the holder a *primâ facie* right to recover the amount summarily from the defendant, unless the latter can shew cause to the contrary. The onus of proof therefore is thrown on the defendant. A holder of a bill of exchange is allowed to issue a writ in special form prescribed by the Act, which is indorsed with a copy of the bill or note sued on, and which warns the defendant that unless within twelve days he shews good cause why he should be allowed to enter an appearance, and having obtained leave duly enters such appearance, final judgment may be entered and execution issued against him. The application for leave to appear and defend was made *ex parte* (Day's Com. Law Proc. Acts, 4th ed., p. 385). The plaintiff had merely to issue and serve the writ, and on the expiration of the time for appearance to search for appearance, and if none entered, to sign judgment in default.

The principle of order 14 is entirely different. The right which every defendant has in every action to enter appearance remains unaffected by it. Order 14, in fact, does not commence to operate until appearance is entered, whereupon a plaintiff suing by specially-indorsed writ may apply for summary judgment. But the onus of proof rests upon him. He is bound to make an affidavit supporting his claim, and to produce it on issuing his summons, and also to serve a copy of it with the summons. The whole procedure under order 14 rests upon this sworn testimony of the plaintiff that he has a good claim and the defendant has no defence. No order is made until both parties are brought face to face before the master (except, of course, where one fails to attend) and both sides are heard.

It does not appear from the report that the committee realized the fundamental difference between procedure under Keating's Act and under order 14, or that the proposal to revive that Act in the High Court would involve considerable alterations in the rules. In the first place, the universal right of a defendant to enter appearance would have to be qualified by excepting actions falling within Keating's Act. In the second place, ord. 3, r. 6, as to special indorsement of the writ, would have to be amended by excluding claims within that Act, because order 14 is based upon the defendant's unfettered right to appear and upon the special indorsement of the writ; and order 14 could not, as we have said, be made to operate concurrently with Keating's Act in actions on bills of exchange and promissory notes without considerable confusion and inevitable friction.

In these circumstances the question arises whether procedure under Keating's Act is so much better than that under order 14 that it is worth while embarking on such a reconstruction of our rules of summary procedure as the revival of that Act would involve. If, as the committee say, defendants are able to delay plaintiffs suing on bills of exchange under order 14 where both parties are before the master at the same time, how much more probable is it that they would be able to cause delay in such cases when they would have the field entirely to themselves in applying *ex parte* under Keating's Act for leave to appear and defend. It is often a hard task now, we admit, for a master to tell what substance there is in a defendant's case set up under order 14, and yet he has both parties before him. This difficulty would surely be increased, instead of diminished, if he were compelled to judge only from the affidavit of the defendant. We must confess that, in the absence of some stronger reasons than those contained in the report, we greatly doubt the wisdom of substituting Keating's Act for procedure under order 14 in actions on bills of exchange.

As regards the alternative proposal of the committee, it merely amounts to this: That in actions on bills of exchange under order 14 the plaintiff should only be required to produce the bill, and not to make an affidavit swearing that the money was owing. We do not think that this is a sound suggestion either. Order 14 is based upon the plaintiff's sworn proof of the justice of his claim. Take this away from any part of it and the summary procedure it establishes would totter. We are by no means convinced that it would be desirable in all cases to give summary judgment to the holder of a bill of exchange upon the mere production of the bill, without having his sworn testimony that the defendant was truly and justly indebted to him for the amount claimed. Nor do we see that the mere exemption of the plaintiff in such actions from the necessity of verifying his claim would lessen delay. On the contrary, the only effect of doing so would, in our opinion, be to cause many more adjournments, which would be rendered necessary in order to allow time for the plaintiff to answer the defendant's affidavit. Moreover, under Keating's Act the court has special power to impound the bill of exchange sued on, and if the plaintiff in such an action were exempted from verifying his claim, a similar power would have to be added to those the court now possesses under order 14.

On the whole we think that in this portion of their report the committee have either said too much, or too little. It would, in our opinion, be advisable that the committee's suggestions should either go to the Rule Committee with fuller explanation, or not at all.

It is stated that a transfer of 110 Chancery witness actions is in course of preparation to Mr. Justice Byrne for trial, of which 50 are from the list of Mr. Justice North, 35 are from Mr. Justice Stirling, and 25 are from Mr. Justice Romer.

The "Ladies' Night" debate of the Hardwicke Society is announced for Friday, the 29th inst., at the Inner Temple Hall. After the debate the members of the society will hold their customary reception "to meet the Lord Chancellor and her Majesty's Judges."

OPTIONS TO PURCHASE IN LEASES AND THE RULE AGAINST PERPETUITIES.

II.

In the last number it was submitted that covenants in a lease giving the option of purchasing the reversion are not exempt from the rule against perpetuities; and the reasons for holding this opinion were stated. We will now consider one or two subordinate points connected with the same subject.

Taking as our text a lessor's covenant contained in a lease for more than twenty-one years (independent of life) and giving to the lessee an option to purchase the reversion, it has been submitted that if the covenant give the option of purchasing from the lessor, without mention of his heirs or assigns, it is personal to him and enforceable in his lifetime only: *Stocker* v. *Dean* (16 Beav. 161). Such a covenant, therefore, does not offend against the perpetuity-rule. So also if the option be given to the lessee only, without mentioning his executors, administrators, or assigns. But if the covenant give to the lessee, his executors, administrators, or assigns the option of purchase from the lessor, his heirs or assigns, is it enforceable, either specifically or in damages, against the original covenantor? The case would seem to fall within the well-settled principle that, where some of the stipulations in a contract are illegal and others legal, then, if the stipulations are severable, the legal part of the contract may be enforced: *Mallan* v. *May* (11 M. & W. 653); *Price* v. *Green* (16 M. & W. 346); *Nicholls* v. *Stretton* (10 Q. B. 346). If the lessor covenant that he, his heirs or assigns, will sell, why should not the stipulation that he himself shall sell be separated from that which purports to bind his heirs and assigns? If so, the covenant, as regards this stipulation, must be performed (if at all) in the covenantor's lifetime: see *Stocker* v. *Dean*; and should therefore be enforceable against him specifically, or a breach by the covenantor himself should give rise to an action for damages. This contention appears to be further supported by the doctrine under which a gift over, following a limitation void for remoteness but expressed to take effect in one of several alternative events, of which some conform to and others offend against the perpetuity-rule, is held to be severable and to be valid, if the event conforming with the rule be that which happens: see *Longhead* v. *Phelps* (2 W. Bl. 704), *Evers* v. *Challis* (7 H. L. C. 531), *Miles* v. *Harford* (12 Ch. D. 691, 703, 704), and 1 Jarm. Wills, 5th ed., 255-259.

But supposing there be no breach of such a covenant in the original covenantor's lifetime, is a breach by the covenantor's heirs or assigns a good cause of action on the covenant? If so, the covenantor's heir or devisee refusing to perform the covenant might find himself liable to an action on the covenant. It has been previously submitted that the covenant would not be specifically enforceable against such heir or assign. And it is further submitted that such a covenant, in so far as it tends to create a perpetuity, is against the policy of the law and is therefore altogether void. In *Hope* v. *Corporation of Gloucester* (7 De G. M. & G. 647) it was held that a covenant to renew a lease, after the expiration of a term of thirty-one years, in favour of a person who would not necessarily have any interest as lessee under the old lease, was not only not specifically enforceable, but invalid, as creating a perpetuity. And that great master of the common law, PARKE, B., in delivering his opinion in *Egerton* v. *Brownlow* (4 H. L. C. 1, 125, 18 Jur. 71, 85) gave the following instances of contracts void for illegality, as being against the policy of the law: "There are other cases in which contracts or provisoes have been held to be illegal on principles long recognized by the common law, such as marriage brocage bonds, conditions or contracts not to marry, in restraint of trade, against alienation of land, including those violating the law of perpetuities." These authorities appear to be directly in point. The case is, moreover, analogous to that of an unlimited covenant never to assign land, which appears, according to the better opinion, to be void as against the policy of the law: see 1 Smith L. C. 185, 2nd ed., 419, 10th ed.; *Poole's case* (cited Moore 810), *Jervis* v. *Bruton* (2 Vern 251, Co. Litt. 379 (*b*), Butl. note), *McLean* v. *McKay* (L. R. 5 P. C. 327, 334). And it is submitted that, generally, the principle laid down by PARKE, B., is correct; and where a proviso shifting property would be void as against the policy of law, whether for remoteness or otherwise, a contract tending to produce a like effect is equally void, and *vice versâ*. An instance of this is afforded in the case of contracts and conditions in general restraint of marriage: see *Low* v. *Peers* (Wilmot 364), Law Quarterly Review xii. 36, where the authorities are collected.

T. CYPRIAN WILLIAMS.

THE LAND TRANSFER RULES.

X.

Part III. (continued).—Adaptation to incumbrances prior to registration, and to sub-mortgages, of the provisions of the Act of 1875 *with regard to charges.*—Rules 118 to 123, which are made pursuant to section 22 (6) (*c*) of the Act of 1897, appear to be well devised for carrying out the objects in view. Thus where registration is made subject to incumbrances, those incumbrances when entered on the register will thereafter be dealt with as if they had been originally created by means of a registered charge. Where, however, the incumbrance is of such a nature that it cannot readily be given effect to by means of a registered charge, it is conceived that notice of the incumbrance in the case of an absolute title will be entered instead of registering it, and the incumbrance will continue to be dealt with off the register. The consent of the incumbrancer is requisite to its registration, and notice is to be given to the registered proprietor of the land of the application to register. Inasmuch as the registration of a proprietor with a possessory title does not affect incumbrances existing at the date of registration, notwithstanding no notice of them is entered on the register, it is apprehended that, as a general rule, such incumbrances will not be registered. The power for the registered proprietor of a charge to create a sub-charge (rules 121-3) which will entitle the sub-chargee to have a certificate, is new, and undoubtedly supplies a want.

Transmissions of land and charges on death.—The personal representative of a sole or sole surviving registered proprietor of land or a charge dying after 1897 is to be registered on production of probate or letters of administration. He is to be described as "executor (or administrator) of , deceased," and if an executrix or administratrix is a married woman that fact is to be stated. The last provision is probably due to the inability of a married woman trustee to pass the legal estate in freeholds except with the concurrence of her husband and by a deed acknowledged: *Re Harkness and Allsopp* (1896, 2 Ch. 358). This decision would not, we conceive, apply to registered land in any other case than that of an executrix so far as regards dispositions on the register, as a transferee for value would have no notice of a trust (Act of 1875, s. 83 (1), as amended).

Personal representatives can transfer without being themselves registered (Act of 1897, s. 9 (6)), but the transfers cannot be registered until the personal representatives shew a title to be registered to the satisfaction of the registrar (rule 144).

A form of assent to a devise by a personal representative is prescribed (First Schedule, Form 42). There may be a doubt whether a married woman executrix can assent without the concurrence of her husband. Two of the rules bear the number 127, the second of them deals with registration when a settlement is created by the will of, or otherwise arises in consequence of, the death of a sole registered proprietor. The personal representative is at the proper time, with the consent of the tenant for life (if of full age), to deliver at the registry a written application for the registration of a proprietor with proper restrictions and inhibitions. "The proper time" would seem to be one year from the death (Act of 1897, s. 3 (2)) or as soon thereafter as the estate is wound up. We conceive that no conveyance to uses need be executed by the personal representatives, as their assent to the registration of the tenant for life operates as an assent to the gifts in remainder: *Stevenson* v. *Mayor of Liverpool* (L. R. 10 Q. B. 81). A tenancy by the curtesy would seem to be an instance of a settlement arising in consequence of the death of a registered proprietor.

On the death of a tenant for life who is a registered proprietor, the Settled Land Act trustees are to apply for the registration of the next remainderman (Act of 1897, s. 6 (4)). They and

their solicitor are to make a statutory declaration as to the state of the settlement, and as to the proper restrictions and inhibitions to be placed on the register, or that none are necessary (rule 128). The registrar may require a certificate of counsel to support the declaration (rule 129). Where a declaration and certificate (if required) are produced, the registrar is not to require production of the settlement or any further evidence (rule 130). On the death of one of several joint proprietors, his name is to be withdrawn from the register on production of a certificate of death or probate or letters of administration with evidence of identity by statutory declaration, or such other evidence as the registrar may deem sufficient in each case (rule 132).

Bankruptcy.—The rules contain provisions for the registration of the official receiver or of the trustee in bankruptcy (rules 133 to 135). A transferee for value from the bankrupt before registration of the official receiver or the trustee will obtain a good title (Act of 1875, s. 30). In the case of a company in liquidation, any resolution or order appointing a liquidator may be filed and referred to in the register (rule 136).

Covenants for title.—The covenants for title under the Conveyancing and Law of Property Act, 1881, may be introduced into instruments of transfer or charge (rule 139). Instruments of transfer and charge are, however, retained at the registry (rule 153), so that where an acknowledgment and undertaking as to title-deeds is given, it should be taken separately. It may be doubted whether the implied covenants for title will be held to extend to matters which are declared not to be incumbrances by section 18 of the Act of 1875. To avoid the doubt, the form of transfer should contain an express declaration that the covenants for title are to apply.

Part IV.—Minor entries in the register.—The Acts give no power for the registered proprietor, as such, to grant a lease by registered disposition or otherwise; notice of a lease where the term is for life or lives or exceeds 21 years, or where the occupation is not in accordance with the lease, may be entered on the register and operates as an incumbrance (Act of 1875, s. 50). In cases where an intending lessee investigates the title of his lessor (*e.g.*, where a fine is taken), he will require, in the case of an absolute title, the title off the register to be shewn since the last registered transfer for value, and in the case of a possessory title, in addition to that required in the case of an absolute title, an abstract of title to rights and interests paramount to the fee simple conferred by first registration. We conceive that an instrument creating a term to secure portions is a lease where the occupation is not in accordance therewith, so that notice of the term may be entered up.

Provision is made as to notice of a lease (rules 157-8). The notice in the register is to refer to a filed copy of the lease and is to give the term, and may include such other short particulars as may be conveniently entered.

Where the lease confers a right of pre-emption, this is to be noted in the register; as to whether such right of pre-emption or option to purchase must be limited in compliance with the rule against perpetuities, see *ante*, p. 628. Agreements for leases are on the same footing as leases (Act of 1875, s. 50; rules 157-160). The original lease or agreement is to be marked with a note of the entry and is to be returned to the lessee.

THE LATE MR EDWARD LEE ROWCLIFFE.

MR. EDWARD LEE ROWCLIFFE, to whose sudden death we briefly referred last week, was the second son of the late Mr. CHARLES ROWCLIFFE, J.P., of Stogumber, and afterwards of Milverton, Somerset, himself a solicitor. He was admitted in 1847, and after working for some years as a managing clerk at No. 1, Bedford-row with the firm of Gregorys, Faulkner, & Skirrow, in 1854 became a partner in the firm, the title of which then became Gregorys, Skirrow, & Rowcliffe, his younger and sole surviving brother, Mr. WILLIAM ROWCLIFFE, now the head of the firm of Rowcliffes, Rawle, & Co., becoming a partner in 1860 upon the death of Mr. JOHN SWARBECK GREGORY, the then senior partner and the father of the late Mr. GEORGE BURROW GREGORY, so long M.P. for East Sussex. On the retirement of Mr. CHARLES SKIRROW in 1861, in order to take up his appointment of Solicitor to the Admiralty, the whole business devolved on the late Mr. G. B. GREGORY, the late Mr. ROWCLIFFE, and his brother Mr. WILLIAM ROWCLIFFE, until Mr. RAWLE joined the firm in 1867. For many years Mr. ROWCLIFFE carried on the large Common Law business of the firm, and amongst several well-known cases in which he was concerned were the *Wyndham Lunacy case*, which lasted over thirty days; the litigation which arose out of the American Civil War, including the flight of *The Alabama*; the *Alexandra case*, which went to the House of Lords; the question of the seizure of the Rams under the Foreign Enlistment Act, during the American Civil War; and the case of the *Attorney-General* v. *Ryves*, which involved a serious claim under the Legitimacy Declaration Act affecting the Crown.

In 1864 Mr. ROWCLIFFE purchased the Hall-place Estate, near Cranleigh, in Surrey. This estate he gradually extended and improved till at the date of his death it consisted of upwards of 1,000 acres, and the whole of this he farmed himself, taking a very keen interest in everything connected with agriculture. Besides being a member of the Royal Agricultural Society and the Bath and West of England Agricultural Society, he was a member of the local agricultural societies, at whose meetings and dinners he was a regular attendant and a speaker whose remarks were always listened to with great interest. He was also a subscriber to all the local charities and institutions, and had, in fact, arranged to preside at the annual dinner of the West Surrey Benefit Society on the 26th inst. At his own cost he erected two fountains, one in the village of Hascombe and one near the estate on the Guildford and Horsham road, which proved a great benefit to the neighbourhood.

In politics Mr. ROWCLIFFE was a Liberal, but after the Home Rule split became a Unionist. He was appointed a magistrate for Surrey in 1880, a deputy-lieutenant in 1895, and he served the office of high sheriff for that county for the year 1895-6. He was a member of the Surrey and Middlesex Society, the Union and Devonshire clubs, the Surrey Magistrates and Guildford County Club, and was a parish councillor of his parish of Hascombe. He was a director of the Law Fire Insurance Society, the Legal and General Life Assurance Society, and the Law Reversionary Interest Society. He was also a member of the Incorporated Law Society and the Solicitors' Benevolent Association.

Mr. ROWCLIFFE was a staunch Churchman, and when at Hall-place was a regular attendant at Hascombe Church and a keen supporter of the rector.

Mr. ROWCLIFFE married in 1853 Caroline, daughter of the late Mr. CHARLES BAILEY, of Lee Abbey, Lynton, North Devon, and her death, eighteen months ago, proved a severe shock to him. He left no family. Both at Hall-place and at his London house in Regent's Park Mr. and Mrs. ROWCLIFFE entertained a large circle of friends, by whom, as by his relatives, his loss will be greatly felt.

Mr. ROWCLIFFE was buried on Thursday, the 7th inst., in the beautiful churchyard of Hascombe, Surrey, by the side of his wife, the officiating clergy being the Archdeacon of Surrey, Canon MUSGRAVE (the rector of the parish), and the Rev. Dr. MERRIMAN, rector of Freshwater, Isle of Wight. The funeral was attended by a vast concourse of people of all classes, including numerous friends from London; amongst those present, in addition to the mourners (who were the deceased's only surviving brother Mr. WILLIAM ROWCLIFFE, his nephews Messrs. WILLIAM CHARLES, EDWARD LEE, and HENRY SKIRROW ROWCLIFFE, Mr. RAWLE, General Sir EDWARD WILLIAMS, K.C.I.E., and Mr. HENRY SPARKS), being the High Sheriff of Surrey, Sir R. E. WEBSTER, A.G., Q.C., M.P., and Miss WEBSTER, Sir JOHN WHITTAKER ELLIS, Bart., Sir JOHN GOLDNEY, Mr. H. R. GRAHAM, M.P., Mr. J. HEYWOOD JOHNSTONE, M.P., Mr. SKEWES COX, M.P., Admiral MACLEAR, General STEWART, General ERSKINE, Mr. and Mrs. F. E. EASTWOOD, Colonel WESTON, Colonel GODWIN AUSTEN, Captain FISHER ROWE, Captain HASTINGS (Chief Constable), Mr. E. C. HEALEY, Mr. CHADWYCK HEALEY, Q.C., Mr. T. T. METHOLD, Mr. CHARLES MUSGRAVE, Mr. G. F. GREGORY, Mr. ROGER GREGORY, Mr. JOHN DIXON, and many others, while many other friends were unable to attend.

A correspondent, who has had the best means of judging of the late Mr. ROWCLIFFE'S powers of work, has sent us the following observations: Mr. E. L. ROWCLIFFE was a "master" in every way, but a thoroughly good-hearted one. In his early days at Bedford-row the amount of work he got through was phenomenal. And he retained to the end this marvellous power of grasping and dealing with difficult and complicated matters in a very short space of time. Although he rarely left his own room when in the office, one always knew, without asking, whether he was there or not. If he was there, everything and everybody about him was going at the highest possible pressure. Everyone who came in contact with him felt bound to do his utmost; and you would rather do anything than fail in accomplishing what he expected to be done. He was thoroughly warm-hearted, and fully-appreciated good work from his staff, by whom he was very greatly esteemed. On the first day of last year, on his recovery from a severe illness, a basket of flowers was sent to him from the clerks at No. 1, Bedford-row, accompanied by a note containing their "respectful and earnest wishes for his speedy recovery and for a happy new year." In reply Mr. Row-

CLIFFE wrote: "Words fail me to thank you for the very beautiful present you have sent me and for the feeling which dictated it, and the affectionate good wishes that accompanied it. I have been among you now over fifty years, and it is one of the greatest pleasures of my life to recall the many mutual kindnesses which have passed between us during that time, and I sincerely share the hope you so warmly express that we may yet be spared to one another for at least some years to come."

REVIEWS.

INSURANCE.

THE LAWS OF INSURANCE: FIRE, LIFE, ACCIDENT, AND GUARANTEE. EMBODYING CASES IN THE ENGLISH, SCOTCH, IRISH, AMERICAN, AND CANADIAN COURTS. By JAMES BIGGS PORTER, Barrister-at-Law, assisted by WILLIAM FIELDEN CRAIES, M.A., and THOMAS SHEPHERD LITTLE, M.A., Barristers-at-Law. THIRD EDITION. Stevens & Haynes.

This book contains a statement, clear in form and concise in language, of the various classes of insurance other than marine insurance. Save in the case of life and accident insurance, indemnity is the principle which underlies the contract of insurance. This principle, which is explained in the first chapter, carries with it the result that if, after receiving payment from the insurer, the insured is reimbursed from another quarter, he must repay the insurer. In other words, he cannot use his policy so as to turn his loss into a profit. Under *Rayner* v. *Preston* (18 Ch. D. 1) it seemed possible that the vendor of a house which is burnt down after the sale might be in this fortunate position, but *Castellain* v. *Preston* (11 Q. B. D. 380) quickly deprived him of his advantage and brought out the insurance office unhurt. The person who really required protection was the purchaser who had omitted to insure. As Mr. Porter points out in the chapter on fire policies and assignments, the law on this point is not satisfactory. Notwithstanding the reasons adduced by James, L.J., in *Rayner* v. *Preston*, the courts have declined to hold that the policy runs with the land. The French law, Mr. Porter says, is otherwise. There the policy is deemed to be accessory and to pass with the property. This rule is the only one that affords proper protection to purchasers, for it is usually impracticable for the purchaser to insure on his own behalf immediately the contract of purchase is made. The second chapter deals with the important question of insurable interest. The Life Assurance Act, 1774 (which Mr. Porter, notwithstanding its new title, still refers to as the Gambling Act) requires the existence of an insurable interest as the basis of a contract of insurance, but it was left for the courts to decide what an insurable interest might be. From this point the various matters incident to policies of insurance are taken up in detail and are succinctly dealt with. The chapter on lien refers to several cases of interest which have been decided of recent years as to the rights of persons who make payments for the purpose of maintaining policies. The rules on the subject were formulated by FRY, J., in *Leslie* v. *French* (31 W. R. 561, 23 Ch. D. 552), and his statement of the law appropriately forms an introduction to the chapter. The history of some of the earlier life insurance offices raised important questions on the doctrine of novation, and the chapter assigned to this subject is copiously illustrated from the decisions in the European and Albert arbitrations. The book is a useful and trustworthy manual of insurance law.

BOOKS RECEIVED.

The Employers' Liability Act, 1880, and the Workmen's Compensation Act, 1897; together with the Statutes affecting these Acts. Also the Rules of Procedure thereunder, and Forms. By ALFRED HENRY RUEGG, Q.C. Third Edition. Butterworth & Co.

CORRESPONDENCE.

SERVICE OF PROCESS IN SCOTLAND.

[*To the Editor of the Solicitors' Journal.*]

Sir,—With reference to your comments in the last issue of the SOLICITORS' JOURNAL on the report of the Special Committee of the Incorporated Law Society on Legal Procedure, perhaps I may be allowed to mention a case of great hardship on an English litigant which recently came under my notice.

A client of mine, an Englishwoman resident in England, while travelling on a local English railway, suffered serious injury through the negligence of the company, and I was instructed to bring an action for damages. The company was originally a purely English one, and the railway is wholly situate in England. It was afterwards leased to one of the large Scotch companies whose southern terminus is in England, the Scotch company paying the shareholders of the English company dividends dependent on those of the Scotch company. The principal office of the amalgamated companies is in Scotland, and the secretary is resident there. A writ was issued, the English solicitors of the companies undertaking to accept service.

On subsequent instructions, however, they declined to act, and an ex-Solicitor-General advised that in order to proceed with the action the secretary of the companies must be served in England. This was impracticable, and my client was too poor to proceed in Scotland. The result was, she was compelled to compromise the claim on terms much less favourable to her than there was every reason to expect she would have obtained at the hands of an English jury. G.

July 11.

REGISTRATION OF TITLE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I have read with great interest the articles on the Land Transfer Rules which have appeared in your recent issues, but there is one important point to which I should like to invite attention—viz., the assumption, prevailing throughout, and particularly in the second article, that the statutory fee simple is not the legal estate. This assumption seems to me incompatible with the rule, referred to in the sixth article, that there cannot be two common law fees existing in the same land. Moreover, it seems to me that an estate conferred by statute must be a legal estate, being one which, before the Judicature Acts, would have been recognized by the common law courts. For this reason I should contend that any legal estate existing before registration becomes vested in the registered proprietor even where he is a mortgagor who has executed a legal mortgage and is registered with a possessory title only, the mortgagee being relegated to the position of a proprietor of a registered charge—viz., the possessor of a power only and not of an estate. This view seems to be confirmed by the fact that rule 97 specially provides for the case of a registered proprietor refusing to execute a transfer to the purchaser from the mortgagee—a provision which would be unnecessary if the latter had the legal estate. Further confirmation is afforded by the fact that a purchaser can be registered as proprietor without taking a conveyance or transfer, and that no express power to lease is given to a registered proprietor. These facts are only defects on the supposition that registration does not vest the legal estate.

I shall be glad to have this view confirmed by some other reader.

Manchester, July 13. JNO. T. LINGARD.

[See observations in "Current Topics."—ED. *S.J.*]

THE INCORPORATED LAW SOCIETY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Adverting to the letter of Mr. C. H. Morton in your issue of the 9th instant, and particularly to the third paragraph thereof, I still submit that the practical effect of the Council's openly nominating candidates is to render the Council co-optative.

Whilst making full allowance for what Mr. Morton says, it is apparent the effect must be as I say, because it must necessarily follow under such a system that the chances of success of members of the society who are desirous of having a seat on the Council, but who are unable to secure the support of the Council, are very seriously prejudiced by that fact alone, besides having the whole strength of the Council opposed to them.

The fewness of the independent candidates who present themselves for election seems to confirm my view that it requires more than ordinary courage on the part of would-be candidates to present themselves to the electorate without the official stamp of approval.

July 13. M.A. OXON.

The *Albany Law Journal* gives the following incident which occurred during the examination of a witness: "Were you in the house?" asked Assistant United States Attorney Harry Bone in court at Topeka of an old fellow who was on the witness stand in a criminal case from the Fort Riley military reservation. "I were," responded the witness. "Were you in the room where these prisoners were dividing the stolen goods?" "No, I were in the other room." "What were you doing in the other room?" "Well, I was tol'ably busy." "Mr. Martin, that is not an answer to my question. I want you to tell the court exactly at what you were busy." "Well you see, mister, I am subject to them 'ar epilemtic fits, and I were in thar havin' one." And then Judge Foster rapped sharply to bring the court-room to order and remarked on the side: "I should think having fits was about the busiest work any man could engage in."

CASES OF THE WEEK.

Court of Appeal.

Re **CALCOTT AND ELVIN'S CONTRACT.** No. 2. 11th July.

BANKRUPTCY—ORDER OF ADJUDICATION—MIDDLESEX REGISTRY—DEED OR CONVEYANCE—PRIORITIES—MIDDLESEX REGISTRY ACT (7 ANNE C. 20)—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52) SS. 20, 54 (4), AND 121.

This appeal raised the question whether an order whereby a man has been adjudicated a bankrupt under section 20 and 121 of the Bankruptcy Act, 1883, falls within the words "deed or conveyance" in the first section of the Middlesex Registration Act so as to require registration in the Middlesex Registry in order to perfect the official receiver's title to land of the bankrupt in Middlesex. Under an indenture of the 7th of February, 1881, certain leasehold properties in Maida Vale, London, were demised to Michael Death for forty-one years. By two indentures of mortgage dated respectively the 4th of September, 1894, and the 25th of December, 1894, the said Michael Death mortgaged the said premises to Calcott to secure moneys advanced by Calcott. These mortgages were respectively duly registered in the Middlesex Land Registry on the 10th of October, 1894, and the 29th of December, 1894. Michael Death made default and Calcott entered into possession of the mortgaged property, and, in exercise of the power of sale conferred upon him by the said mortgages, on the 16th of November, 1897, contracted to sell the premises to Elvin. Just prior to completion of such sale Elvin, the purchaser, ascertained that Michael Death was and had been since 1887 an undischarged bankrupt, having been adjudicated bankrupt by an order dated the 28th of January, 1887, made under section 20 of the Bankruptcy Act, 1883, and that on the 29th of January, 1887, an order had been made under section 121 of the same Act for the summary administration of his estate. By virtue of those orders the official receiver became Michael Death's trustee in bankruptcy. The official receiver had registered no memorial of his title to the said premises. In view of the above facts the purchaser refused to complete his contract. The vendor insisted that the official receiver not having registered his title, had no title as against the vendor's registered mortgages, and this summons was issued by the vendor asking for a declaration that notwithstanding Michael Death's bankruptcy in 1887 the vendor as mortgagee had a good title to the property. The summons was argued before Kekewich, J., on the 31st of March, 1898, when his lordship delivered his judgment and held that the title of the vendor was good by virtue of his registration, and was prior to the official receiver's, as he had not registered his title. The case is reported in 46 W. R. 457. The purchaser appealed from that decision.

THE COURT (LINDLEY, M.R., and CHITTY and COLLINS, L.JJ.) allowed the appeal, and held that the order of adjudication in bankruptcy was not a deed or conveyance within the statute 7 Anne c. 20, and therefore did not require registration; that the official receiver's title was prior to that of Calcott, and that Calcott had therefore no title to the property in question.—COUNSEL, *Rowden* and *Carrington*; *Warrington*, Q.C., and *Muir Mackenzie*; *Ingle Joyce*. SOLICITORS, *Percy C. Ray*; *G. L. B. Calcott*; *Solicitor to the Board of Trade*.

[Reported by WM. SCOTT THOMPSON, Barrister-at-Law.]

ATLAS METAL CO. *v.* **MILLER AND OTHERS.** No. 2. 30th June, and 1st and 7th July.

PRACTICE—COSTS—TAXATION—COUNTER-CLAIM—PLAINTIFF ORDERED TO PAY GENERAL COSTS OF ACTION, DEFENDANT TO PAY COSTS OF COUNTER-CLAIM—COSTS OF COUNTER-CLAIM, WHAT ARE—COSTS OCCASIONED BY THE COUNTER-CLAIM—GENERAL COSTS OF ACTION, WHETHER TO BE APPORTIONED.

This was an appeal by the defendants from a decision of Channell, J., at chambers, affirming the decision of the taxing-master, who had apportioned certain costs of the action between the plaintiff and the defendants. The case was argued on the 30th of June and the 1st of July, 1898, and judgment was delivered on the 7th of July.

THE COURT (LINDLEY, M.R., and CHITTY, L.J.) allowed the appeal, and remitted the matter to the taxing-master that he might review his taxation.

The judgment of the court was read as follows by

LINDLEY, M.R.—In the action the plaintiff sought to recover damages from the defendants for a libel by the defendants on the plaintiff. The defendants defended the action, and by a counter-claim sought to recover damages for a libel on themselves by the plaintiff. The action was tried with a jury, who found a verdict for the defendants on the claim and for the plaintiff on the counter-claim, and judgment was entered accordingly for the defendants on the claim with costs, and for the plaintiff on the counter-claim with costs. The costs have been taxed, and the taxing-master, following what he understood to be the rule laid down in *Shrapnel* v. *Laing* (36 W. R. 297, 20 Q. B. D. 334), has apportioned some of the costs of the action between the plaintiff and defendants. The defendants complain of this, and contend that none of the costs of the action ought to be thrown on them. Channell, J., at chambers, upheld the master's decision, and the defendants have appealed to this court. The defendants rely on *Saner* v. *Bilton*, *No.* 2 (27 W. R. 472, 11 Ch. D. 416), which was approved and followed by the Court of Appeal in *Mason* v. *Brentini* (29 W. R. 126, 15 Ch. D. 287) and *Re Brown*, *Ward* v. *Morse* (31 W. R. 936, 23 Ch. D. 377), and still more recently in the unreported case of *Russell* v. *Russell* (19th of January, 1898), which was an appeal from the Divorce Court. Having carefully studied these cases and compared them with *Shrapnel* v. *Laing* (*ubi supra*), *Hewitt* v. *Blumer* (3 Times L. R. 221), *Finska* v. *Brown* (W. N., 1891, p. 116), and the earlier case of *Baines* v. *Bromley* (29 W. R. 245, 6 Q. B. D. 197), we are unable to see any conflict in principle between them if attention is paid to the points really decided by them. There is no decision that a plaintiff who has to pay or to receive the general costs of an action can throw on his opponent, or have thrown on himself, any part of such costs. On the other hand there are decisions that no such apportionment can be made. In *Baines* v. *Bromley* and in *Shrapnel* v. *Laing* (*ubi supra*) the late Master of the Rolls expressed his opinion that costs common to both claim and counter-claim should be apportioned, and he suggested that even the costs of the writ might be so dealt with (see 20 Q. B. D. 339), because the defendant got the benefit of his counter-claim by means of the writ issued by the plaintiff. But Lord Esher was careful to add that it was unnecessary to decide such questions, as they did not arise. We will make another preliminary observation before examining the decisions more closely. We have not to consider how an order should be drawn up so as to give the general costs of an action in which there is a claim and a counter-claim to that party who recovers more than is recovered from him. It is unnecessary to consider such cases as *Lowe* v. *Holme* (31 W. R. 400, 10 Q. B. D. 286) and *Lund* v. *Campbell* (33 W. R. 510, 14 Q. B. D. 821). In such cases the judge who tries the action without a jury has greater power over the costs than a judge who tries an action with a jury. In the present case judgment has been pronounced and drawn up, and all we have to do is to construe and give effect to it. Whether an action is brought in one division of the High Court or another, whether it has been tried with a jury or without a jury, the construction and legal consequences of the judgment when drawn up must in principle be the same, although the costs to be taxed may be different in the one case from those in the other. Now let was take the judgment in this particular case. There were some separate orders as to costs, but it is unnecessary to refer to them. By the judgment as drawn up, the plaintiff has to pay the defendants the costs of the action; not some of them or some portion of them, but all of them. There are no separate issues in the action the costs of which have to be borne by the defendants. In considering what are costs of the action, the counter-claim, as distinguished from the defence, ought to be disregarded. The costs of the action ought to be taxed as if there were no counter-claim. Whether both parties fail (as in *Saner* v. *Bilton*, *Mason* v. *Brentini*, and *Russell* v. *Russell*, *ubi supra*), or whether both succeed (as in *Baines* v. *Bromley*, *Ward* v. *Morse*, *Shrapnel* v. *Laing*, and *Hewitt* v. *Blumer*, *ubi supra*), or whether one fails and the other succeeds, can in principle make no difference. This was pointed out and decided in *Ward* v. *Morse* (*ubi supra*); and *Baines* v. *Bromley* and *Shrapnel* v. *Laing* (*ubi supra*) in no way conflict with that decision. In *Baines* v. *Bromley* the defendant recovered on his counter-claim more than the plaintiff recovered on his claim, but the order gave the plaintiff the costs of the action and he was held entitled to them accordingly. No question of apportionment was raised or decided, although Lord Esher, in his judgment, stated what, in his opinion, ought to be done as regards costs common to both claim and counter-claim. *Shrapnel* v. *Laing* and *Hewett* v. *Blumer* (*ubi supra*) were precisely similar cases, and are open to precisely similar observations. In *Finska* v. *Brown* (*ubi supra*) the plaintiff recovered on his claim more than the defendant recovered on his counter-claim. The plaintiff got the costs of the action, but he had to pay the costs of the counter-claim. He sought to escape from the foregoing rule and wanted the whole costs of the litigation; but the Court of Appeal, following *Shrapnel* v. *Laing* (*ubi supra*), decided against him. All the authorities agree so far—*i.e.*, they all decide that a plaintiff who is to pay or be paid the costs of his action is to pay or be paid the whole of such costs as if there were no counter-claim. Next, as to the counter-claim. The defendant has to pay the costs of this, and the counter-claim is to be treated as an independent cause of action, and, to use Lord Esher's words, as if the claim did not exist (20 Q. B. D. 338). This last explanation, however, is calculated to mislead if not explained and properly understood. What are costs of a counter-claim? The answer must be, the costs occasioned by it. No costs not incurred by reason of the counter-claim can be costs of the counter-claim. The fact that if there had been no action the costs of the counter-claim would have been larger, because the defendant would then have had to issue a writ and take other proceedings, does not make costs not incurred costs incurred; and in considering what the costs of a counter-claim really have been in any particular case the costs saved by not bringing a cross-action cannot be treated as costs incurred. The introduction of counter-claims has given litigants advantages in this respect. Counter-claims, although cross-actions for all purposes of procedure and evidence, cost less than actions, and the party who has to pay the costs of a counter-claim gets the benefit of the cheaper procedure. To include in the costs of a counter-claim any costs not occasioned by its being a counter-claim, but saved by its being what it is, appears to us wrong in principle and opposed to *Saner* v. *Bilton* and *Ward* v. *Morse* (*ubi supra*). If Lord Esher really meant to express a contrary opinion we cannot agree with him. We are satisfied that there is no decision to that effect. But, as pointed out by Lord Esher, there may be costs brought in for taxation which have been incurred partly in support of, or in opposition to, a defence, and partly in support of, or in opposition to, a counter-claim—*e.g.*, where there is a defence of set-off equal to the plaintiff's demand, and a counter-claim for more than the plaintiff's demand. In such cases the taxing-master must apportion the costs as best he can, and fix the amount applicable to the defence and the amount applicable to the counter-claim. Where there are no separate issues requiring special treatment the costs of the defence will be costs of the action; the costs attributed to the counter-claim will be costs of the counter-claim. Costs common to both defence and counter-claim must necessarily be dealt with in this way. But to do this is very different from apportioning what are properly costs of the action, and such

costs when ascertained must be paid by the party ordered to pay them. They cannot have been increased by the counter-claim, and no part of them can be properly regarded as costs of the counter-claim. In the present case the master has lost sight of those principles, and has apportioned some costs which are properly costs of the action, and has thrown some part of them on the defendants. In other instances he has tried to bring about a fair apportionment by equalizing the amounts allowed to each party, so as to set one off against the other. The result is that the defendants receive less than they ought in respect of the costs of the action, and pay more than they ought in respect of the costs of the counter-claim. The case must therefore go back to the master in order that he may review his taxation in accordance with the principles above explained, which are in accordance with all the previous decisions when carefully examined. The costs of this application, both here and below, will be reserved until we know the result of the taxation.—Counsel, *Bousfield*, Q.C., *R. M. Bray*, Q.C., and *Crane; Eldridge*. Solicitors, *Indermaur & Brown; Sugden & Harford*.

[Reported by R. C. Mackenzie, Barrister-at-Law.]

High Court—Chancery Division.

Re **RATCLIFF**. Kekewich, J. 6th July.

Trustee—Judicial Trustee—Sole Executor—Trust—Reversioner—Application by Beneficiary for Appointment of Judicial Trustee—Appointment by Court—Judicial Trustees Act, 1896 (59 & 60 Vict. c. 35), ss. 1 and 4; Rules 1897, 2 and 4.

Robert Ratcliff by his will dated the 11th of June, 1891, gave and bequeathed all his property, real and personal, to his wife Hannah Jane Ratcliff, and appointed her sole executrix of his will; and after directing payment of various legacies after her death, he appointed Joseph Nixon "residuary legatee after all the legacies are paid after my wife's death." He did not appoint any trustees of his will, which contained neither any power for the appointment of trustees nor any investment clause. The testator died, and his will was proved by his widow on the 12th of November, 1897. On the 9th of May, 1898, Joseph Nixon, "the residuary legatee," took out the present originating summons, as a beneficiary, under section 1, sub-section (1), of the Judicial Trustees Act, 1896, against Mrs. Ratcliff, the widow and sole executrix of Robert Ratcliff, asking that a certain gentleman—a solicitor, or some other fit and proper person or company, might be appointed a judicial trustee of testator's will either jointly with Mrs. Ratcliff or, in the alternative, as sole trustee. The summons was supported by a written statement (1897 Rules, r. 4) verified by an affidavit (rule 4 (2)) filed by the applicant under the "Rules under the Judicial Trustees Act, 1896," made in 1897 in accordance with section 4 of that Act. It appeared from this statement that the testator's property amounted in value to between £28,000 and £29,000, of which £2,500, approximately, was represented by real estate, the balance of about £26,000 being personal estate. The greater part of the personal estate was at the present time invested in, or represented by, securities of such a description as is not authorized as a proper investment for trust funds. The legacies given by the will, which included one of £1,000 to the applicant, amounted in all to about £9,000, and the applicant claimed to be entitled absolutely, subject to the life interest of Mrs. Ratcliff, to the whole of the balance of the property of the testator, though, owing to the informal nature of the will, some question might be raised with regard to the real estate. Mrs. Ratcliff was about seventy-two years of age, and it was alleged as a ground for the present application that, owing to her advanced age, she was unable to attend properly to the management of so large an estate, of which she was tenant for life, and as sole executrix had entire control. It was alleged, moreover, that her interest as tenant for life conflicted with that of the applicant as remainderman, inasmuch as she would, as was the fact, naturally desire the property to remain in its present state of investment at a high rate of interest, whereas the remainderman desired it to be invested in securities in which the *corpus* would be securely preserved, and, though the slightest reflection on the honesty of the tenant for life was expressly disclaimed, it was submitted that the present state of affairs was undesirable. The applicant also alleged as "exceptional circumstances specially affecting the administration of the trust" (1897 Rules, r. 4 (*i*)) that without the authority of the court no trustees of the testator's property could be appointed; that the testator's will was informal throughout, and it was almost certain that questions would arise as to its proper construction, on which the opinion and decision of the court would have to be obtained. The applicant was willing that the judicial trustee, if appointed, should be remunerated out of the *corpus* of the property. The application was opposed by the widow. Section 1 of the Judicial Trustees Act, 1896, provides (sub-section (11)) that, "where application is made to the court by or on behalf of . . . a trustee or beneficiary, the court may, in its discretion, appoint a person (in this Act called a judicial trustee) to be a trustee, . . . either jointly with any other person, or a sole trustee . . ." Section (4) provides (1) that "rules may be made for carrying into effect this Act"; and (2) as to how such rules may be made. The "Rules under the Judicial Trustees Act, 1896," made in 1897 provide: Rule 2. "An application to the court to appoint a judicial trustee shall be in the Chancery Division, and (*a*) if not made in a pending cause or matter, shall be made by originating summons." Rule 4 (1) "Where an application is made for the appointment of a judicial trustee by originating summons, the applicant must, when he takes out the summons, supply for the use of the court a written statement containing the following particulars" (as thereinafter set out) "so far as he can gain information with regard to them." (*i*) "Any exceptional circumstances specially affecting the administration of the trust." (2) "An affidavit by the applicant verifying the statement shall be sufficient *primâ facie* evidence of the particulars contained in the statement."

Kekewich, J., said that the power of appointing a judicial trustee given to the court by the Judicial Trustees Act, was by the express terms of section 1, sub-section (1), of the Act entirely a discretionary power, and that under the circumstances, in the absence of misconduct on the part of the executrix, and the executrix being unwilling that a judicial trustee should be appointed, he did not think that a judicial trustee should be forced on her against her wish. As, however, in the present case the main portion of the trust had to be executed after the death of the tenant for life, the sole executrix, and improper securities had to be realized and re-invested, his lordship directed that the summons should be amended by making the application "in the matter of the Trustee Act, 1893," and that a trustee should be appointed under that Act to act with the widow, and ordered that the matter should be accordingly remitted to chambers with an instruction that if Mrs. Ratcliff nominated a proper person to be trustee, such nominee should be accepted. His lordship also directed that the costs of all parties as between solicitor and client should be paid out of the estate.—Counsel, *S. O. Buckmaster; Warrington*, Q.C., and *J. G. Wood*. Solicitors, *Merriman, White, & Thompson; Ford, Lloyd, Bartlett, & Michelmore*, for *Toone & Bartlett*, Loughborough.

[Reported by C. C. Hensley, Barrister-at-Law.]

STRANGWAYS *v.* **READ**. Romer, J. 8th July.

Lunacy—Committee of Person—Liability to Account—Allowance Paid Quarterly in Advance—Death of Lunatic before Expiration of Quarter.

The question raised in this action was whether a quarter's payment in advance to the committees of a lunatic's person in respect of a fixed annual allowance ordered for her maintenance was apportionable on the death of the lunatic before the expiration of the quarter for which the advance was made, so that her legal representatives became entitled to have a proportionate part of the amount so paid handed over to them by the committees of the person. By an order in lunacy dated the 24th of March, 1896, Isabella R. Read and the defendant, Constance R. Read, were appointed committees of the person and the official solicitor was appointed committee of the estate of Mrs. P., widow, a certified lunatic, and there was allowed for her maintenance £2,500 per annum from the 29th of January, 1896. The said order provided (*inter alia*) that the said defendant as one of the committees of the person should be at liberty to reside with the lunatic and to retain for her use her leasehold residence and stables in London together with her furniture, horses, carriages, and other effects there, and the said defendant resided there accordingly until the death of the lunatic. After the date of the said order the committee of the estate paid to the committees of the person, out of the estate of the lunatic, the allowance of £2,500 per annum for her maintenance by equal quarterly payments, each payment being made in advance, and it was not disputed that the lunatic was always properly maintained until she died. On the 26th of October, 1896, the sum of £625 in respect of the said maintenance allowance for the quarter ending the 29th of January, 1897, was paid to the committees of the person. On the 11th of November, 1896, the lunatic died. The plaintiffs, who were the executors of her will, claimed a declaration that the defendant, Constance R. Read, and the estate of the said Isabella R. Read, who died in May, 1897, were jointly and severally liable to repay to the estate of the lunatic the proportionate part for the period subsequent to her death of the quarter's allowance of £625 paid to them for her maintenance, or in the alternative to repay the £625, less any sums properly paid for the lunatic's maintenance between the 29th of October, 1896, and her death, with an inquiry in the latter alternative as to such sums, and payment in either alternative of any amount found due to the plaintiffs. For the defendants it was contended that, the lunatic having been properly maintained, they could not be ordered to repay any part of the said sum of £625, the committees of the person being entitled under the scheme of the above-mentioned order to retain any savings thereout for their own benefit: see *Re Ponsonby* (3 Dru. & War. 27, 31, 2 Connor & L. 30, 32), *Grosvenor* v. *Drax* (2 Knapp 82).

Romer, J., said that the point was a novel one and of some difficulty, but he thought the plaintiffs were entitled to something. The sum fixed by the order in lunacy was clearly fixed with reference to the whole year, and not to a quarter or any other portion of a year. It was arranged between the committee of the estate and the committees of the person that payments on account should be made in advance, and that was a reasonable arrangement on the footing that the lunatic should be maintained for the whole year. But the lunatic was only maintained for nine months, and yet the committees of the person were claiming a whole year's allowance. The payments by the committee of the estate were not made on that footing. The lunatic's executors were therefore entitled to recover such part as could not be said to have been properly expended by them in her maintenance, regard being had to the provisions of the order in lunacy. His lordship thought that *Grosvenor* v. *Drax* was sufficiently dealt with by Cairns, L.J., in *Re French* (16 W. R. 657, L. R. 3 Ch. 317), and the observations of Lord St. Leonards in *Re Ponsonby* must be considered to be made with regard to the ordinary case where the lunatic was properly maintained for the whole year. One of the committees of the person had died, but the money was paid to both, and they were both accountable in equity.—Counsel, *Neville*, Q.C., and *R. J. Parker; Farwell*, Q.C., and *S. Dickinson; E. F. Buckley*. Solicitors, *Hickin, Smith, & Capel Cure; Longbourne, Stevens, & Co.*

[Reported by J. F. Waley, Barrister-at-Law.]

FELIX HADLEY & CO. (LIM.) v. FELIX HADLEY. Byrne, J. 11th July.

CHEQUE—SALE OF BUSINESS, AND "ALL BOOK AND OTHER DEBTS AND FULL BENEFIT OF ALL SECURITIES FOR SUCH DEBTS"—CHEQUE UNCASHED AT DATE OF SALE—CONDITIONAL PAYMENT.

This was an action for damages and an account in respect of a sale of property by the defendant to the plaintiff, but only one point calls for a report. The plaintiffs claimed that a sum of £1,092 7*s.* 10d. was due to them in respect of an agreement for sale of the business, goodwill, stock-in-trade, "and all book and other debts due to the vendor in connection with the said business and all securities for such debts." The defendant had under the agreement sold the business, debts, &c., to the defendants as existing on the 31st of December, 1887. Before that date the defendant had received a cheque on account of a business debt, but had not cashed it until after the date of the sale. It was contended on behalf of the plaintiffs that as the cheque had not been cashed the debt in respect of which it had been paid had passed to them under the agreement, and that the cheque would also pass as a security.

BYRNE, J., held that the cheque did not pass under the agreement. The cheque could not be regarded as a security for a debt that was transferred, for the securities mentioned in the agreement were securities which were held in respect of unpaid debts. It was not intended that debts which had been paid conditionally or unconditionally should pass to the defendants, and this debt had been paid conditionally. The agreement between the defendant and his debtor practically was that the cheque should operate as a payment of the debt, until the condition was rendered void by the bank's dishonouring the cheque. As a matter of fact the bank had honoured the cheque, the condition had been fulfilled, and the payment dated from the day on which the cheque had been received.—COUNSEL, *Astbury*, Q.C., and *Kirby*; *Eve*, Q.C., and *Iggen*. SOLICITORS, *Field, Roscoe, & Co.*; *Burton, Yeates, & Hart.*

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

LUND v. LIVERPOOL SCHOOL FOR INDIGENT BLIND. Byrne, J. 2nd July.

INCOME TAX—SALARY PAYABLE WITHOUT DEDUCTION OR ABATEMENT FOR TAXES AT A TIME WHEN INCOME TAX NOT PAYABLE—RIGHT TO DEDUCT INCOME TAX (5 & 6 VICT. C. 35), SCHEDULE E, RULES 1 AND 6.

This was a summons to determine the liability of the trustees of a certain charity to pay income tax in respect of the salary of a chaplain. The charity was incorporated under a special Act, 10 Geo. 4, c. 15, and by section 26 the wardens or trustees were to pay the chaplain a sum of not less than £300 or more than £500 a year without deduction or abatement for taxes. At this date the income tax was not payable, but it was afterwards reimposed by 5 & 6 Vict. c. 35. The present chaplain was appointed in 1884, and had received up to the present date a salary of £500, out of which he had himself paid income tax for several years. He now claimed the salary in full, and that the wardens should pay income tax.

BYRNE, J., held that the wardens were bound to deduct the tax.—COUNSEL, *Hughes*, Q.C., and *Sampson*; *Eve*, Q.C., and *Deacon*. SOLICITORS, *Stone, Fletcher, Hall, & Stone.*

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

THE SOUTHWARK AND VAUXHALL WATER CO. v. THE WANDSWORTH DISTRICT BOARD OF WORKS. Kekewich, J. 8th July.

INJUNCTION — DAMAGES — PUBLIC BODY — STATUTORY POWERS — DAMAGE PROBABLE FROM EXERCISE OF STATUTORY POWERS — "QUIA TIMET" — DISCRETION.

This was a motion by the plaintiffs asking that an interlocutory injunction might be granted to restrain the defendants from lowering their streets and footways in their district whereunder the plaintiffs' pipes and mains were laid in any manner which would leave such pipes or mains without a sufficient covering of soil or other material to protect them from injury, whether by the passing of traffic, the effect of frost, or otherwise, unless the defendants should first alter the position of the said pipes and mains by placing them at a depth below the proposed new surface of such streets or footways not being less than the depth at which the same were then below the present surface of such streets or footways. The defendants, according to the evidence, intended to lower some of their roads in such a manner as would bring the plaintiffs' pipes within a few inches of the surface, and the plaintiffs contended that this would render their pipes much more liable to damage from frost, traffic, &c., than they were at their present depths; and that, if their pipes had to be lowered in order to escape such liability to damage, the defendants were bound to so lower them. In support of their contention they referred to "The Metropolis Local Management Act, 1853," s. 98 (under which a district board is empowered to pave and repair streets), the material portion of which is as follows: "And to cause the ground or soil thereof to be raised or lowered, and to alter the position of any mains or pipes in or under any such street, such alteration to be made subject to the approval of the engineer of the company to which such mains or pipes belong." Accordingly they urged that if the defendants exercised their powers as to altering the surface of the street, they were bound to also exercise their power as to altering the position of the mains, and might not in the exercise of their powers damage the plaintiffs: *Geddis v. Proprietors of the Bann Reservoir* (3 App. Cas. 430). All they were desirous of was to be placed in the same state of security as they had been hitherto—that is to say, that the defendants should see that their pipes were relaid at the same depth as before. The defendants, on the other hand, contended that the motion was entirely wrong, that they were under an obligation to look after the safety of the public, and that they were acting within their statutory rights, and had been guilty of no negligence under the Act. Then, also, they had done no damage; the plaintiffs had placed their pipes under the road, as they were entitled to do, and the defendants lowered the surface of the road, as they were entitled to do. They had not even exposed the plaintiffs' pipes, and until the plaintiffs had actually suffered damage they (the defendants) were not liable. Moreover it had been decided in several cases that public bodies acting strictly under their statutory powers could not be held liable for damage resulting to other parties in consequence of their so acting: *Bolton v. Crowther* (2 Barn. & Cr. 703).

KEKEWICH, J., said that no doubt it was a rule of law that, where a corporation or public body was empowered by an Act of Parliament to do certain things, it was not liable for damage caused by its carrying out its powers, unless compensation for such damages was provided for by the Act itself. Where, however, no provision for compensation was contained in the Act of Parliament the question whether the public body is acting strictly within its powers must be closely looked into, and the powers must not be used oppressively. Injury, however, was only the measure of damage, carelessness or negligence was the cause of action. In this case no damage had so far been done, but counsel for the defendant could not deny that, if you put the pipes near the surface there would be a reasonable chance of damage sufficient to support a "*quia timet*" action. Then defendants' counsel had said that the plaintiffs themselves could lay their pipes deeper and so avert the prospect of damage. That, however, was obviously no answer. It had also been urged that this was at all events not a case for injunction, but only for damages. That was in a sense true, but the court had a wide discretion as to granting an injunction, and here his lordship thought it was the best course to check the risk of mischief at the outset and to grant an injunction. The form of injunction proposed by the plaintiffs went too far, and the proper form would be to restrain the defendants, &c., from altering the position of the plaintiffs' mains and pipes so as to place them in a position where they would be more liable to damage from frost, &c., than they were at present.—COUNSEL, *T. R. Warrington*, Q.C., and *F. Gore-Browne*; *W. Renshaw*, Q.C., and *C. Lyttelton Chubb*. SOLICITORS, *Lanfear, Tanner, & Lanfear*; *W. W. Young & Son.*

[Reported by C. C. HENSLEY, Barrister-at-Law.]

High Court—Queen's Bench Division.

KENNAIRD (Appellant) v. CORY & SON (Respondents). Div. Court. 2nd July.

SHIPPING—THAMES NAVIGATION—STEAMBOAT TOWING BARGES ON RIVER—NECESSITY OF HAVING WATERMAN ON BOARD STEAMBOAT—BYE-LAW—VALIDITY—WATERMEN'S AND LIGHTERMEN'S AMENDMENT ACT, 1859, s. 80.

Case stated by Mr. Baggallay, police magistrate for the borough of West Ham. A summons was issued, upon the information of the appellant, against the respondents, stating that the steamboat *Rotifer*, of which the respondents were the owners, on the 6th of December, 1897, on the River Thames, in the borough of West Ham, unlawfully towed a barge without having a licensed waterman on board such steamboat for the purpose of assisting in the management and navigation of the same, contrary to bye-law 60 made under the Watermen's and Lightermen's Amendment Act, 1859. Upon the hearing of the summons the magistrate found the following facts—namely, that the steamboat did on the 6th of December, 1897, on the Thames off Silvertown, tow and navigate one barge without having on board such steamboat a licensed waterman to assist in the management and navigation thereof. Bye-law 60 is as follows: "That every steamboat navigated on the river within the limits of this Act in the towing of barges, lighters, vessels, and craft shall have one licensed waterman on board such steamboat for the purpose of assisting in the management and navigation thereof. And if any such steamboat shall be navigated in contravention of this section the owner thereof, or the master in charge of the same, shall incur a penalty not exceeding 40*s.*, and that every barge, lighter, or craft towed on the river by steamboat shall have one licensed lighterman, or licensed apprentice at the least, in charge thereof, to steer and navigate the same"—with a like penalty. This bye-law was made under section 80 of the Act, which provided: "The said court of master wardens and assistants are hereby empowered from time to time to make such bye-laws as they think proper for the government of the said company, and for the government and regulation of lightermen and watermen, and for carrying into effect the purposes of this Act, and the several powers and authorities hereby vested in the said company, with power to annex reasonable penalties and forfeitures for the breach of such bye-laws respectively, not exceeding the sum of £5 for any one offence, so that the same bye-laws be not inconsistent with any of the laws of this kingdom, or with this Act, or with any of the bye-laws, rules, orders, or regulations made or to be made by the Conservators of the River Thames," &c. It was contended by the respondents (1) that the bye-law was *ultra vires* and not within the scope of section 80 of the Act; (2) that the bye-law was inconsistent with the Act, as in section 66 there is a proviso that no penalty should be payable if the owner proves to the satisfaction of the magistrate that he is unable for the usual compensation to obtain the services of any such lighterman or apprentice, but in bye-law 60 there is no similar proviso; (3) that the bye-law was unreasonable, as imposing no corresponding obligation on the watermen to work on a steam-tug. The magistrate dismissed the summons on the ground that, looking at the general scope of the Act and the interpretation given by section 3 to the word "watermen," bye-law 60 was *ultra vires* so far as the information was concerned.

The question now was whether the magistrate was right in law in holding the bye-law to be *ultra vires*. *Cur. adv. vult.*

THE COURT (WILLS and KENNEDY, JJ.) dismissed the appeal.

The judgment of the court was read by

WILLS, J.—The bye-law was one made by the Master Wardens and Commonalty of the Watermen and Lightermen of the River Thames under section 80 of their Act of 1859 (22 & 23 Vict. c. cxxxiii. s. 2). That section provides that they could make bye-laws "for the government of the company, and for the government and regulation of lightermen and watermen, and for carrying into effect the purposes of this Act, and the several powers and authorities hereby vested in the company." The bye-law in question was the 60th. [His lordship read the bye-law.] The word "vessel" in this bye-law must be read as vessel of the like kind with barge or lighter. The only craft which the Act of 1859 dealt with, excepting passenger boats, were lighters, barges, and kindred craft, and when vessel was introduced it referred to vessels of the like kind with lighters and barges, and not to vessels of all sorts. It was fair therefore in favour of the bye-law, to give it the same meaning in the bye-law, otherwise it would be preposterously beyond anything within the purview of the Act. Now, the bye-law was clearly not one for the government of the company, nor for the governing and regulation of lightermen or watermen. It could only be supported, therefore, if it aided in carrying into effect the purposes of the Act, or the power and authorities vested in the company. Part of the preamble to the Act recited that it was expedient that proper regulations should be made for the navigation of barges, lighters, boats, and other like craft carrying goods, and for the regulation of persons employed to navigate the same, and for the security of passengers, and for the orderly conduct of traffic on the river, and it was argued broadly that all these matters in the recital were amongst the purposes of the Act. If that were sound, hardly any subject connected with the traffic on the river might not be dealt with, from a cork boat to an ocean steamer, or the speed, manning, lights, and everything else which might be considered to bear upon the security of passengers or the orderly conduct of traffic. This argument, however, distorted the proper office of a preamble. It does not follow because large words are used in a preamble that everything to which they could be referred come within the scope of the Act. They did not extend the provisions of the Act beyond what the enacting parts of the Act contained. Section 2 defined a "passenger boat"; section 3 defined a lighterman as "any person working or navigating for hire a lighter, barge, boat, or other like craft," and "waterman" as "any person navigating, rowing, or working for hire a passenger boat." Section 66 enacted that "no barge, lighter, boat, or other like craft for the carrying of goods . . . shall be worked or navigated . . . unless there be in charge of such craft a lighterman licensed in manner hereinbefore mentioned," or an apprentice duly qualified. A penalty was imposed unless the owner of the boat proved that he was unable for the usual compensation to obtain the services of a licensed waterman or apprentice. It appears to us that there was no single provision or purpose of the Act which was subserved by the requirement that a steamboat towing barges should have on board one licensed waterman to assist in the navigation and management thereof. The bye-law did not even provide for compulsory pilotage, but merely for compulsory employment. A person who was to assist in such a way would necessarily be under the orders of the captain. He would have no right to give an order or take the helm or do anything but obey the captain's orders, a position for which any able-bodied man accustomed to a tug would be just as competent as the waterman. The person who, under the bye-law was to be taken on board the tug was not even to be a lighterman, but a waterman, who, according to the Act, was a person who had to do specially with passenger boats. The Act gave no special privileges of employment to watermen or lightermen, except to the extent provided for by section 66 as to lightermen, or 67 as to watermen. The bye-law attempted to extend these privileges and to force upon the owners of tug-boats members of the company to perform services for which the owners, so far as the Act was concerned, were at liberty to go into the open market. The tug is not a lighter or other craft for the carrying of goods. There is nothing in the Act giving the company power to interfere with the owner or master of the tug in managing his steamboat. The framers of the bye-law have taken a very extravagant view of these powers of legislation. . . . We have no doubt that the bye-law in question is radically bad. Even if it were within the general scope of the bye-laws it would be in the highest degree unreasonable on another ground. There is no exemption from the penalty whatever be the circumstances under which the failure to take a waterman on board the tug occurred. There might be none available, or the one available might demand an exorbitant sum, but the penalty attached notwithstanding, and the saving provision which in the Act was made applicable to a case under section 66, was wanting in this bye-law. But our objection to this bye-law is far deeper and could not be removed by any modification of the bye-law. The cases of *Elmore* v. *Hunter* (3 C. P. D. 116) and *Rolles* v. *Newell* (39 W. R. 96, 25 Q. B. D. 335), which were cited for the prosecution, do not affect this case. In conclusion, bye-law 60 would seem to subserve no purpose except to find work, or at all events pay, for watermen, and, except in the very general words of the preamble, nothing is to be found in the Act to support it.—COUNSEL, *Ashton; C. A. Russell*, Q.C., and *Tudor Howell*. SOLICITORS, *A. C. Kent; Sewell, Edwards, & Nevill*.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

THE MAYOR, &c., OF LIVERPOOL *v.* THE ASSESSMENT COMMITTEE OF THE LLANFYLLIN UNION AND OTHERS. Div. Court. 8th July.

RATING — WATERWORKS — METHOD OF ESTIMATING RATEABLE VALUE — EFFECTIVE CAPITAL VALUE—CATCHMENT AREAS UNCONNECTED—RENTAL VALUE—ENHANCED VALUE OF SITE.

This was a case stated by justices of the county of Montgomery, sitting at quarter sessions, upon an appeal from the Assessment Committee of the Llanfyllin Union with respect to the rating of such portions of the Liverpool waterworks as were situated within the parish of Llanwddyn. The construction of the Liverpool waterworks were authorized from time to time by various Acts of Parliament. The works in the parish of Llanwddyn were authorized by the Liverpool Waterworks Act of 1880, and it was provided by that Act that they should form part of the general undertaking, and should be subject to the provisions of the Liverpool Waterworks Acts. By section 59 of the Liverpool Waterworks Act, 1862, the appellants could only charge in each year rates upon the consumers of the water up to the amount of the water account for the year. The works in the parish of Llanwddyn consisted of a large part of a reservoir called Lake Vyrnwy, with banks, dams, and appurtenances, and of a tunnel called the Hirnant tunnel and its appurtenances The appellants were rated and assessed by the assessment committee, upon a net assessment of £15,332, in the sum of £542 13s., being a rate of 8½d. in the pound. In estimating the rateable value the appellants took the total cost of the construction attributable to as much of the reservoir and of the land in which it stood as was within the parish. To arrive at the effective capital cost they divided the amount by two because out of 52½ million gallons per day, which was the total capacity of the reservoir, only 26¼ million gallons was being sent down. To this they added the effective capital cost of the Hirnant tunnel, and they arrived at the rateable value by taking 2½ per cent. of the result. Two and three-quarters per cent. was taken because that rate or a less rate was the rate at which the appellants could borrow money. It was proved that the appellants could actually borrow at 2½ per cent. The respondent's estimate differed from the appellants' in the following points: In arriving at the cost of the reservoir and site they included the cost of certain roads and bridges which the appellants constructed in accordance with the provisions of their Act. The cost of a church, vicarage, and schools erected under a like compulsion in substitution for buildings submerged by the formation of the reservoir was not included. Though 52½ million gallons was the total capacity of the reservoir yet the catchment areas now connected with the reservoir were capable of yielding only 41 million gallons. The respondents, therefore, multiplied the total cost of the reservoir and site by the fraction 26¼-41. They further found that the gross rental value of the whole of the Liverpool waterworks undertaking was 4½ per cent. of the total capital value of the whole of the works, and they therefore took as the rateable value of the works in the parish of Llanwddyn 4½ per cent. of the total effective cost, less rates and 20 per cent. for maintenance and renewal. The quarter sessions held that, in order to ascertain the effective capital value of the undertaking, the sums expended, not only on the roads and bridges, but also on the church, vicarage, and schools, ought to be included, and that the effective capital value of the reservoir and site ought to be taken at 26¼-41 of the expenditure. They were further of opinion (paragraph 24) that in consequence of the greater demand at the present time for such sites and of the increased cost of labour and materials, the outlay would be greater than the actual cost of the site and works of the corporation, in consideration of which the rateable value should be taken at 3 per cent. on the outlay, rather than 2½ per cent., the rate at which the appellants could borrow; and, finally, that if in law the reservoir and dam might be rated separately, and not as integral parts of the appellants' water undertaking, their annual value if let as a separate hereditament should be arrived at by an estimate based upon 3 per cent. of the capital expenditure properly attributable thereto.

THE COURT (RIDLEY and PHILLIMORE, JJ.) quashed the order of quarter sessions and ordered the rate to be reduced.

RIDLEY, J., said (in a written judgment) that the appellants and respondents had adopted in principle the same method of arriving at the rateable value of the property, but in carrying out the principle the differences arose which required the court's decision. The quarter sessions had left five questions. The first question was whether the reservoir and works were to be treated as integral parts of the appellants' water undertaking or as severable from the rest of the undertaking. The court thought that such part of the waterworks as lay within the parish was a separate rateable hereditament in it and should be rated accordingly upon an estimate of the rent which it would yield after making the statutory deductions: see *Reg.* v. *West Middlesex Waterworks Co.* (28 L. J. M. C. 135). But it must be taken that the reservoir and works were part of the whole undertaking for the purpose of distributing water as a source of profit, and though they did not directly earn anything in the parish, yet they conduced to earning elsewhere. The whole undertaking continued in operation, and therefore the owner of the whole must be assumed to pay a contractor adequate remuneration for land and fixed capital vested in these parts of the undertaking and for the labour and skill required for the construction and maintenance. The contractor stood in the relation of occupying tenant in the words of the case cited: "The part within the parish is the rateable subject and the local rateable value is such sum as will pay the rent of the land and the profit on fixed capital therein." The answer, therefore, was that the reservoir and works were integral portions of the undertaking, and although rateable separately, were not to be valued apart from the rest of the undertaking. The second question was whether there ought to be taken into account the circumstances mentioned in paragraph 24 of the case, in addition to the rate of interest at which the appellants could have borrowed money at the date of the making of the rate. The court, in the absence of direct evidence, could not feel certain that the supposed greater demand for sites existed, and that in this case the capital value should be arrived at from the cost of the works as a basis. The third question was whether, in order to ascertain the effective capital

value of the undertaking, the amount expended upon roads, bridges, church, &c., ought to be concluded. The court was clearly of opinion that none of them ought to be included. It had been argued that the amounts expended were part of the cost of the works. It was clear, however, that they were not; but that they were to be regarded as expenses to which the appellants had been put in carrying out the obligations put upon them by Parliament. If they enhanced the value of the lands, as to which there was not sufficient evidence, that must be taken into account in the rateable value of the lands enhanced. The fourth question was as to whether the value of the reservoir and site ought to be 26½-41 or 26½-52½ of the total capital expenditure. At present the daily supply was only about one-half of the complete or total possible supply. *Primâ facie*, therefore, the effective capital value was also one-half of the total, but on behalf of the respondents it was said that, the total now received into the reservoir being only 41 million gallons a day and the total supply being 26½ millions a day, the proper fraction to be used in the calculations was 26½-41. In other words, although the supply was only one-half of the intended amount, the rateable value of the effective capital was to be taken at more than one-half. It was also contended that the appellants should, in order to justify their contention, add to the capital value the cost of including the additional catchment area which is required to bring the daily supply into the reservoir to the amount of 52½ million gallons. But it was the reservoir and works which were here rated, not the works which had not been carried out; and although it was true that the proportion between the gallons supplied out of the reservoir and those actually received into it was at the time 26½ to 41, that proportion did not represent the true relation between effective capital value and total cost of construction. The reservoir was large enough to receive 52½ millions daily, and had been constructed and completed for those dimensions, but it did only supply one-half of that quantity. For the purpose of the rate the court thought that the comparison supplied the true proportion. The case of *Reg.* v. *The South Staffordshire Waterworks Co.* (16 Q. B. D. 186) was relied on as shewing that the cost of connecting the additional catchment area with the resevoir ought to be added to the capital value. But in that case the works had been completed and formed part of the undertaking. As to the last question, whether the rateable value ought to be taken at 3 per cent. or 2½ per cent. on the effective value of the undertaking, that was largely a question of fact as to which the court would not interfere with the decision of quarter sessions. The principle on which the capital value was to be calculated had been stated. The court thought that the percentage upon it ought not to be higher than the necessary rate of interest at which the money could be borrowed. At the same time, when all the circumstances were considered, the court could not say that the percentage had been wrongly fixed at 3 per cent., although it was higher than the rate at which the money could now be raised. The order of quarter sessions ought to be quashed, and the rate reduced in accordance with the opinion of the court.—Counsel, *Balfour Browne*, Q.C., and *E. H. Lloyd*; *Marshall*, Q.C., and *Arnold Herbert*. Solicitors, *Clare*; *Robbins, Billing, & Co.*, for *Pugh & Jones*, Llanfyllin.

[Reported by C. G. Wildbraham, Barrister-at-Law.]

Bankruptcy Cases.

Re **A DEBTOR.** *Ex parte* **THE DEBTOR.** C. A. No. 2. 8th July.

Bankruptcy—Married Woman not Trading Separately from Her Husband—Liability to be Made a Bankrupt—Receiving Order—Debt Incurred, Judgment Obtained, Act of Bankruptcy Committed, and Petition Presented, Before Debtor's Marriage—Receiving Order Made after Marriage—Married Women's Property Act, 1882 (45 & 46 Vict. c. 75), s. 1, sub-section 5.

This was an appeal by the debtor, a married woman, against a receiving order made by Registrar Giffard. In December, 1897, proceedings were taken against the debtor, then a spinster, by a person who alleged himself to be her creditor for a sum of over £200. In January, 1898, the plaintiff obtained judgment for a sum of £212 10s. 2d., representing debt and costs. The debtor having failed to comply with the requirements of a bankruptcy notice served by another creditor in November, 1897, in respect of another debt, the plaintiff then presented a bankruptcy petition against her. The petition came on for hearing on the 22nd of February, 1898, when, the debt and the act of bankruptcy having been admitted, the further hearing was adjourned till the 3rd of March, 1898. On the 2nd of March, 1898, the debtor was married. In the subsequent proceedings it was admitted that she was not trading separately from her husband. On the 3rd of March, 1898, the debtor admitting the debt and the act of bankruptcy, and undertaking not to ask for costs against the petitioner if the petition should be dismissed, the hearing was further adjourned. After another adjournment the petition was disposed of on the 24th of March, 1898, when Registrar Giffard, following a decision of Registrar Linklater in an unreported case in 1894, made a receiving order against the debtor. There was no other decision covering the question which arose in the present case as to the liability of a married woman in such circumstances to be made a bankrupt. The debtor appealed. On the hearing of the appeal the petitioning creditor did not appear.

The Court (Lindley, M.R., and Chitty and Collins, L.JJ.) allowed the appeal and discharged the order.

Lindley, M.R., said: I do not think we should gain anything by further consideration of this case. It appears to us that upon the true construction of the Bankruptcy Act, 1883, and the Married Women's Property Act, 1882, the order appealed against cannot be supported, and must be discharged. The case is certainly a peculiar one. An action was brought against this lady, the debtor, before she was married, and judgment was obtained against her. She committed an act of bankruptcy, and a bankruptcy petition was then presented. All that, of course, was regular enough. When the petition came on for hearing she succeeded in inducing the court to let it stand over for a time, and before a receiving order was made she got married; and now she says that no such order can properly be made against her as a married woman. I think the view of the law put forward on her behalf is the right one. If you look at the Married Women's Property Act, 1882, and at the decisions upon it—such cases as *Ex parte Holland*, *Re Heneage* (22 W. R. 425, 9 Ch. 307), *Re Gardiner*, *Ex parte Coulson* (36 W. R. 142, 20 Q. B. D. 249), and *Ex parte Jones*, *Re Grissell* (28 W. R. 287, 12 Ch. D. 484)—it is plain that a married woman can be made bankrupt in respect of her separate estate only when trading separately from her husband. The receiving order appealed against must therefore be discharged, but of course without costs.

Chitty and Collins, L.JJ., concurred.—Counsel, *F. Cooper Willis*. Solicitors, *Colyer & Colyer*.

[Reported by R. C. Mackenzie, Barrister-at-Law.]

LAW SOCIETIES.

THE GLOUCESTERSHIRE AND WILTSHIRE INCORPORATED LAW SOCIETY.

The annual general meeting of this society was held at The Woodhouse, in Earl Bathurst's Park, Cirencester, on Wednesday, the 6th of July inst. The following members were present: Mr. Edward C. Sewell (Cirencester), the president, in the chair, Messrs. H. Bevir, vice-president (Wootton Bassett), J. Mullings, E. B. Haygarth and C. Tudway (Cirencester), W. Warman, A. H. G. Heelas, L. D. Winterbotham, A. J. Morton Ball, and R. H. Smith (Stroud), W. Forrester (Malmesbury), A. H. Iles (Fairford), A. Ernest Withy (Swindon), R. Ley Wood, M. Llewellyn Evans, J. B. Winterbotham, and W. G. Gurney (Cheltenham), G. Whitcombe, A. S. Helps, E. T. Gardom, G. S. Blakeway, F. W. Jones, and John W. Coren, hon. secretary and treasurer (Gloucester).

The report of the committee of management for the past year was adopted on the motion of the president, seconded by Mr. Bevir.

Gratuities to the amount of £46 10s. were voted to relatives of deceased solicitors, and a donation of ten guineas to the Solicitors' Benevolent Association.

It was resolved to continue in association with the Associated Provincial Law Societies for the current year.

A subscription of twenty guineas was voted to the Gloucestershire Law Library Society for the current year.

Mr. Harry Bevir (Wootton Bassett) and Mr. John Bryan (Gloucester) were elected president and vice-president respectively for the year ensuing.

The following were elected to act with the president, vice-president, and secretary as the committee of management for the ensuing year: Messrs. R. Ellett, M. F. Carter, W. Warman, James B. Winterbotham, E. C. Sewell, J. P. Wilton Haines, W. Forrester, and A. J. Morton Ball.

A prize of five guineas was awarded to Mr. Reginald Herbert Penley, B.A. (who was articled to Mr. J. G. Wenden, of Dursley), for having passed the final examination of the Incorporated Law Society with first class honours and who was also awarded the Clifford's-inn Prize by the Incorporated Law Society.

The following new members were elected: Messrs. T. F. Cottam and T. E. Rickerby (Cheltenham), F. G. Playne and C. Upton (Stroud), R. W. Ellett and R. J. Mullings (Cirencester), and G. A. H. White (Chippenham).

Unqualified Practitioners.—This matter was discussed and the following resolution, proposed by Mr. Gardom and seconded by Mr. Morton Ball, was passed: "That it is the opinion of this meeting that the practice referred to in the report should be prohibited and that the Lord Chancellor should be requested to issue directions to the county court judges upon the matter."

The secretary was ordered to send a copy of the above resolution to the secretary of the Associated Provincial Law Societies.

A vote of thanks to the retiring president concluded the business of the meeting.

After driving to Sapperton and Pimbury Park the members returned to Cirencester, where they dined, together with Mr. R. Ellett, Mr. H. Kinneir, and others. The party included Mr. E. W. Williamson, the secretary of the Incorporated Law Society U.K.

The following are extracts from the report of the committee:

Membership.—The number of members is now 102.

Land Transfer.—The Land Transfer Act of 1897 having been passed last session, considerable curiosity was excited as to the particular county which would be first selected by the Lord Chancellor for the experiment of its adoption. Early in November the London County Council received from the Privy Council notice pursuant to the Act that it was proposed to make an order applying part 3 of the Act to the county of London. The question of applying the Act to London being a very important matter, the county council, before coming to a decision thereon, took steps to obtain the views of those in the county who were specially interested by despatching a circular letter to eighty-eight corporate and other bodies, including the Incorporated Law Society, requesting their views on the subject. The effect of the answer of the Council of the Incorporated Law Society was that they did not feel able to reply to the particular questions submitted to them without prefacing that reply by

the statement that in their opinion the system of registration of title embodied in the Acts of 1875 and 1897 was not adapted to the circumstances of this country, and would in practice be found inconvenient to landowners and embarrassing in the conduct of business for many years. In their opinion so novel a system should not be made compulsory at all, but should, in accordance with the report of the Commons Committee of 1879, be left to make its way on its merits. Assuming that the experiment was to be tried in some locality willing to accept it, the Council thought that, having regard to the enormous value of the property affected, and for other good reasons, the experiment should not be attempted in London. Of the eighty-eight corporate bodies and persons whose views were solicited by the London County Council, sixty-seven reported disapproving of the application of the Act, and only fourteen in favour of it. Notwithstanding the weight of opinion against the Act, the London County Council, at a special meeting on the 15th of February, 1898, decided not to veto the application of the Act to the county of London. The Rule Committee appointed under the provisions of the Act have recently issued their draft rules for consideration by the Council of the Incorporated Law Society and others, and the same have received most careful attention, and various amendments have been suggested.

Unqualified Practitioners.—The attention of your committee has, at the instance of the Council of the Incorporated Law Society, been drawn to the increasing practice throughout the county court districts, both in the metropolis and the provinces, of debt collectors, and so-called trade protection or debt collecting societies and other unqualified persons, taking proceedings and appearing in county courts in various ways for reward, usually in the form of a commission on the recovery of the debts. Particular reference was made to proceedings taken in 1889 (at the instance of this society) by the Incorporated Law Society against an unqualified person at Swindon. In that case there were two points: first, irregularity by the unqualified person (who was paid by commission) in seeking to be heard, and also his misconduct in the mode in which he conducted the business. The judge in that case said that the particular act that might be done by virtue of the rules by an agent, if it could be legally done, would not apply to an agent for fee or reward, and in the result the unqualified person was precluded from appearing or acting in future in the court at Swindon as agent for the parties in any proceedings. The Council state, in the report of a committee of that body communicated to the provincial societies, that they have consulted counsel with reference to the whole question, and his advice was to the effect that, having regard to the difference of opinion which appears to prevail among county court judges on the subject and to the views expressed by local law societies in regard to the propriety and utility of the practice in question (on the ground that it interferes little if at all with the interests of solicitors who are employed in such cases as will carry costs, and to whom it is not worth while to attend to such as will not do so), steps should first be taken to ascertain how far it is the feeling of the profession generally that the practice ought to be prohibited, and that if the result should shew that there is a general consensus of opinion against the continuance of the practice, steps should then be taken with a view to induce the Lord Chancellor to issue an instruction to the county court judges on the subject. The committee invite an expression of the views of the members of the society on the question at the annual meeting.

Money-lending inquiry.—The Select Committee of the House of Commons on Money-lending having inquired if the Council of the Incorporated Law Society U.K. had any suggestions to offer as to remedies or alterations in the present state of the law with regard to money-lending, the subject was referred to a committee, of which your president was a member. The report, which was adopted and forwarded to the select committee, pointed out that the measure of registration and licensing was not practicable, while the proposal that professional money-lenders should be compelled to trade only in their own names involved the practical difficulty of defining "professional money-lenders" in such a way as to include only the so-called professional money-lender, and to exclude bankers and others who lend money. The recommendations of the committee were as follows: To raise the minimum limits of bills of sale from £30 to £50, to re-enact the provisions in the Bills of Sale Act, 1878, that bills of sale should be attested by a solicitor, and that the attestation should state that the effect of it had been explained to the grantor; to give a borrower under a bill of sale liberty to repay a loan, nominally payable at a fixed date or by instalments, by tendering at any time the principal sum with interest, and fourteen days' interest in lieu of notice; to declare and extend the powers of the High Court and county courts, so as to enable them to interfere where there has been oppression or unfair dealing, and especially that this relief should be rendered available without unnecessary publicity.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on Wednesday, the 13th inst, Mr. Henry Morten Cotton in the chair. The other directors present were: Messrs. W. Beriah Brook, Grantham R. Dodd, W. Geare, J. Roger B. Gregory, Samuel Harris (Leicester), Augustus Helder, M.P. (Whitehaven), J. C. Gray Hill (Liverpool), John Hunter, Richard Pennington, J.P., Sidney Smith, Richard W. Tweedie, F. T. Woolbert, and J. T. Scott (secretary). A sum of £580 was distributed in grants of relief, thirty-eight new members were admitted to the association, and other general business transacted.

Sir Richard Webster is to preside at the dinner to Dr. W. G. Grace on Tuesday next.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. Henry Rose, solicitor, on the 25th ult., at the age of seventy-three. Mr. Rose was educated at King's College, London, and was admitted a solicitor in 1851, and was at one time a partner in the firm of Messrs. Baxter, Rose, & Norton. He retired from practice in 1888, and subsequently devoted much of his time to charitable institutions. He was a governor of Christ's Hospital and St. Bartholomew's Hospital and of the Foundling Hospital, and a member of the committees of St. John's Foundation School, Leatherhead, and the Brompton Hospital for Consumption. He was also a director of the Great Western Railway and the Eagle Insurance Co.

APPOINTMENTS.

Mr. C. A. S. Garland, barrister, and Mr. G. W. Ricketts, barrister, have been appointed Revising Barristers on the Western Circuit.

CHANGES IN PARTNERSHIPS.

Dissolutions.

Alfred Durling Bartlett and Charles William Toone, solicitors (Toone & Bartlett), Loughborough. June 30.

Stonehewer Parker Freeman and Henry Harper Bothamley, solicitors (Freeman & Bothamley), 13, Queen-street, Cheapside, London. June 30. [*Gazette*, July 8.

Henry Herbert Lyde and Freeman Roper, solicitors (Lyde & Roper), 32, Great St. Helen's, London. June 30. [*Gazette*, July 12.

GENERAL.

At the Lewes Assizes on Monday Sir Henry Hawkins, in his charge to the grand jury, commented on the perjury cases in the calendar, said that it was far too common an offence already, and he feared it would be ten times more common when the new law was passed, if it was passed, allowing all prisoners to give evidence on their own behalf.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

Rota of Registrars in Attendance on

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, July 18	Mr. Lavie	Mr. Ward	Mr. Carrington
Tuesday 19	Pugh	Pemberton	Jackson
Wednesday ... 20	Lavie	Ward	Carrington
Thursday ... 21	Pugh	Pemberton	Jackson
Friday ... 22	Lavie	Ward	Carrington
Saturday ... 23	Pugh	Pemberton	Jackson
	Mr. Justice Kekewich.	**Mr. Justice Romer.**	**Mr. Justice Byrne.**
Monday, July ... 18	Mr. Rolt	Mr. Beal	Mr. Farmer
Tuesday ... 19	Godfrey	Leach	King
Wednesday ... 20	Rolt	Beal	Farmer
Thursday ... 21	Godfrey	Leach	King
Friday ... 22	Rolt	Beal	Farmer
Saturday ... 23	Godfrey	Leach	King

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

July 18.—Mr. Alfred Richards, at the Mart, at 2, The Brentford Gas Co., £15,000 of New Stock, 1881, ranking for a standard dividend of 7 per cent., subject to sliding scale, last dividend having been 9 per cent. (See advertisement, July 9, p. 3.)

July 19.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2, Block of Freehold Shops and Show Rooms, Nos. 175, 177, 179, and 181, Oxford-street, occupying a fine position on the south side of the street near to the Circus; let for 21 years from Michaelmas, 1896, at £2,120 per annum. Solicitors, Messrs. Thorne & Welsford, and Messrs. Phelps, Sidgwick, & Biddle, both of London. (See advertisement, July 9, p. 3.)

July 19.—Mr. Alfred Richards, at the Mart, at 2, valuable Freehold Estate at Ponder's End and Enfield Highway, comprising upwards of 112 acres of Building Land (part containing excellent brick earth), with frontages to London-road; the property is intersected by the Cheshunt Branch Line of the G.E.R.; with Business and other Premises, together with 29 Freehold Cottages. Solicitors, Messrs. Pennington & Son, London. (See advertisement, this week, p. 3.)

July 20.—Messrs. Douglas Young & Co., at the Mart, at 2, Freehold and Leasehold Properties and Building Land:—City of London: Leasehold; rental £350. Shepherd's Bush: Freehold Building Land. Lewisham: 112 and 114, Lee-road; let at £55. Tooting: Freehold Ground of £5 16s. 8d. Loughborough Junction: Leaseholds; let at 22s. Clapham: Leaseholds; let at £55 and £60. Clapham: Detached Villa; let at £65. Westminster-bridge-road: Rental value £150. Deptford and Charlton: Weekly Property. (See advertisement, July 9, p. 644.)

July 20.—Messrs. Edwin Fox & Bousfield, at the Mart, at 2:

POLICIES:
For £7,000; gentleman aged 77; premium £13 18s. 9d.
For £800; on same life; premium £7 1s. 5d.
Solicitors, Messrs. Fisher, London.

STONEBRIDGE ESTATE, HAGGERSTON:
One-twelfth of Freehold Property covering 7 acres of land, with 283 houses let at ground-rents amounting to £941 per annum; also a Reversion to One-twenty-fourth of same estate; lady aged 63. Solicitor, W. T. Coventon, Esq., London.

REVERSION:
To One Sixteenth of £94,000; lady aged 63; invested in first-class Railway Stock. Solicitor, W. T. Coventon, Esq., London.

IMPROVED GROUND-RENT:
Equal to an annuity of £670 for 45 years; property occupied by the Great Western Railway Co. Solicitor, W. T. Coventon, Esq., London.
(See advertisements, this week, p. 3.)

July 20.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2, the Semi-detached Residence, 140, Loughborough-park; rental value, £28. Solicitors, Messrs. E. C. Kilsby & Son, London.—Sixteen Houses, within easy distance of Enfield Town, leases 67 and 83 years unexpired; also Freehold Ground-rents of £15 per annum. Solicitors, Messrs. Harris & Chetham, London.—103, Parnell-road, Bow, producing £41 12s. per annum, and Shop Premises, let at £25. Solicitor, Arthur A. Banes, Esq., Stratford.

July 21.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2:

REVERSIONS:
To Islands, about 57 miles in length by about 14 miles in width, situate in the Gulf of St. Lawrence; gentleman aged 61.
To One-fourth of a Residuary Estate of Railway and Corporation Stocks, value £8,112; lady aged 67. Solicitors, Messrs. South, Stacey, & Castle, London.
To One-fifth of £30,986 India 3½ per Cent. Stock; lady aged 63.
To One Twenty-fifth Share of a Trust Fund amounting to £30,000; lady aged 63, and two ladies aged 54 and 50, subject to contingencies.
Solicitor, H. B. Wade, Esq., London.
To £3,091 2¾ per Cent. Consols; lady aged 48. Solicitors, Messrs. Woodcock, Ryland, & Parker, London.
To One-third of £173 East Indian Railway Annuity, Class B; lady aged 65. Solicitors, Messrs. Fardell & Canning, London.
To One-third of £6,000 invested on Mortgage; lady aged 34.
To £1,050 2¾ per Cent. Consols; lady aged 46.
Solicitor, E. Elvy Robb, Esq., Tunbridge Wells.
To One-eighth of Freehold Properties at Wolverhampton, producing £109 per annum; gentlemen aged 60 and 57. Solicitors, Messrs. Calyer & Colyer, London.
To One-fourth of Freehold and Leasehold Properties, producing about £708 per annum, and £5,036 Stocks; lady aged 70. Solicitors, Messrs. H. Dade & Co., London.
To One-third of £14,061 India 3½ per Cent. Stock; lady aged 57.
To One-fifth of a Trust Fund of the value of £7,239; lady aged 71.
Solicitors, Messrs. Crosse & Sons, London.
To a Trust Fund represented by £4,906 India 3 per Cent. and £1,959 India 3½ per Cent. Stock; lady aged 74. Solicitors, Messrs. Kingsford, Dorman, & Co., London.
To One-seventh of a Trust Estate value £9,330; a gentleman aged 78 and lady aged 68. Solicitor, Arthur Tyler, Esq., London.
To One-fourth of £5,000; lady aged 69. Solicitor, J. Harwood, Esq., London.
To One-third of £2,732 Stock in the Surrey Commercial Dock Company; lady aged 85. Solicitor, John H. Hortin, Esq., London.
To a Trust Fund of the value of £3,612; lady aged 67. Solicitor, Robert H. Nichols, Birmingham.
To One-twentieth of £7,506 2¾ per Cent. Consols; lady aged 64. Also to One Thirty-fifth of a Trust Estate producing £1,509 per annum; ladies aged 70 and 43. Solicitors, Messrs. Godfrey & Robertson, London.
To Eight Forty-ninths of a Trust Estate value £30,457; lady aged 64. Solicitors, Messrs. Ward & Asplin, London.
To One-fourteenth of a Trust Fund value £19,000; lady aged 56. Solicitor, Henry A. Maude, Esq., London.

POLICIES:
For £9,000, £7,000, £3,500, £3,000, £3,000, £1,000, £300, and £200. Solicitors, Messrs. Tamplin, Tayler, & Joseph, and Messrs. Druces & Attlee, London; E. Elvy Robb, Esq., Tunbridge Wells.

PLATILLA ESTATE:
Undivided One-third Share in the Estate and Silver Mine known as the Platilla Estate, of 5,000 acres, situate in Columbia, S. America; held in perpetuity from the Government. Solicitors, Messrs. Riddell, Vaizey, & Smith, London.

REVERSIONARY LIFE INTEREST:
Of a gentleman aged 60, on decease of lady aged 82, in £450 per annum. Solicitors, Messrs. Calyer & Colyer, London.

LIFE INTERESTS:
Of lady aged 34, in £2,000 2¾ per Cent. Consols, together with policies. Solicitor, E. Elvy Robb, Esq., Tunbridge Wells.
Of a gentleman aged 41 in £1,780 2¾ per Cent. Consols. Solicitors, Messrs. Ward & Asplin, London.

SHARES:
In Hawtrey, Brett, Mitchell, & Co. (Limited), the Stone Court Chalk, Land, and Pier Co. (Limited), the Brighton Hotels (Limited), and Morgan & Co. (Limited). Solicitor, J. C. Robinson, Esq., London.
(See advertisements, this week, p. 4.)

July 21.—Messrs. Alder & Co., at the Mart, at 1, Freehold Ground-rents, £156 per annum, secured upon 12 Residences on Manor-park Estate, Streatham. 2 Freehold Shops, producing £65 per annum. Residence, known as "Heathfield," Wallington, Surrey, large garden. Other securities at Lewisham, Blackheath, &c. (See advertisement, July 2, p. 5.)

RESULTS OF SALES.

Messrs. Debenham, Tewson, Farmer, & Bridgewater sold at the Mart, on the 11th inst., a portion of the Tyrell Estates, situated at Bethnal Green, in 56 lots, for £71,200; and on the 12th, two Freehold Farms in Bedfordshire of over 300 acres each, for £11,500.

Messrs. C. C. & T. Moore, on Thursday, sold the Friends' Mission Institute, at the corner of Dorset-street, Commercial-road, for £1,450; a Leasehold Shop in Hampstead-road for £1,270; a House in Harrington-square, N.W.; 10 Freeholds at Sydenham; and several lots of land and East End investments; total, £9,950.

WINDING UP NOTICES.

London Gazette.—Friday, July 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Axe Vale Devon Dairy Supply Association, Limited—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to Albert Pryer Reece, Axminster Forward, Axminster, solor to liquidator

"British Commodore" Co, Limited—Creditors are required, on or before Aug 8, to send their names and addresses, and the particulars of their debts or claims, to R Hughes-Jones and Rice Williams, 88, The Albany, Old Hall st, Liverpool

Cosmos Syndicate, Limited—Creditors are required, on or before Aug 20, to send in their names and addresses, and the particulars of their debts or claims, to Robert George Davey, 33, Cornhill

London and Provincial Co-operative Supply, Limited—Petn for winding up, presented July 4, directed to be heard before Wright, J., on July 20. Cooper, 1, Budge row, solor for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 14

"Single Stroke" Punching and Eyeletting Machine Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before Aug 21, to send their names and addresses, and the particulars of their debts or claims, to Thomas Charles Leman, 1, St. Peter's Church walk, Nottingham

Thames Haurakí Goldfields, Limited—Creditors are required, on or before Aug 20, to send their names and addresses, and the particulars of their debts or claims, to Spencer Garrett Bruff, 54, Old Broad st

Universal Corporation of Western Australia, Limited—Creditors are required, on or before August 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred Samuel Peake, 80, Coleman st. Birchalls, Gracechurch st, solors to the liquidator

FRIENDLY SOCIETY DISSOLVED.

Our Lady and St Cuthbert Branch 78, Catholic Benefit Society, Crook Catholic Schools, Durham June 15

London Gazette.—Tuesday, July 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Campion & Co, Limited—Petn for winding up, presented July 8, directed to be heard on July 20. Smith & Hudson, 6, Mincing lane, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 19

Crossleys, Limited—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Harry Hands, 88, Colmore row, Birmingham. Pritchard, Birmingham, solor for liquidator

Cycle and Motor Accessories Co, Limited—Petn for winding up, presented July 11, directed to be heard on July 20. Courtney Lewis, 3, Adelaide pl, London Bridge, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 19

Eclipse Mineral Water Co, Limited (in Liquidation) (Bicester, Oxon)—Creditors are required, on or before August 27, to send their names and addresses, and the particulars of their debts or claims, to Arthur E. Preston, Commarket st, Oxford Walsh, solor to the liquidator

Freemans, Limited—Creditors are required, on or before July 20, to send their names and addresses, and the particulars of their debts or claims, to Mr Edwin Bradshaw, Market st Chambers, Warrington. Roberts, Warrington, solor to the liquidator

Gas Engine (England) Development Syndicate, Limited—Petn for winding up, presented July 5, directed to be heard July 20. Fowler & Co, 9, Clement's lane, solors for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 19

Great Boulder Syndicate, Limited—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to C. H. King, 46, Queen Victoria st. Edmund Kimber, Walbrook, solor to the liquidator

Limited Mines Ore Reduction Co, Limited—By an order made by Mr Justice Byrne, dated June 29, it was ordered that the voluntary winding up of the company be continued. Ashurst & Co, solors for the petners

Radnor Press, Limited—Creditors are required, on or before August 8, to send their names and addresses, and the particulars of their debts or claims, to Charles J. March, 3, Church ct, Old Jewry

Rhodesia Transport, Limited—Petn for winding up, presented July 7, directed to be heard on July 20. Plunkett & Leader, 60, St. Paul's churchyard, agents for Wallis, Basingstoke, solor for petners. Notice of appearing must reach Messrs. Plunkett & Leader not later than 6 o'clock in the afternoon of July 19

Southern Cross Shipyard and Engineering Co, Limited—Creditors are required, on or before Aug 9, to send their names and addresses, and the particulars of their debts or claims, to Hardy W. A. Hislop, Broad st House. Pakeman, 20, Bucklersbury, solor for liquidator

Transvaal Exploring Co, Limited—Petn for winding up, presented July 9, directed to be heard on July 20. Wetherfield & Co, 1 Gresham bldgs, Guildhall, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 19

Walker Ginzler & Co, Limited—Petn for winding up, presented July 8, directed to be heard on July 20 Bate & Co, 30, Bedford row, solors for petner Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 19

Wallace G Thomson & Co, Limited—Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts or claims, to Jonathan Ingham Learoyd, Esq, Halifax Godfrey & Co, Halifax, solors to the company

FRIENDLY SOCIETIES DISSOLVED.

Grand Masters' Council of the Burton and Alrewas District, Guild Tavern, Guild st, Burton-on-Trent, Staffs. June 29

Pontypridd United District of the A.O. Foresters Widows' and Orphans' Fund Friendly Society, Pontypridd, Glam. June 29

Weston and Muggington United Sisters Friendly Society, Muggington, Derby. June 29

Warning to intending House Purchasers and Lessees.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[Advt.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Tuesday, June 28.

Tompkins, John, Chelsham, Surrey, Gent July 23 Burns v Tompkins, Stirling, J Heath & Co, New London st, Mark lane

London Gazette.—Tuesday, July 5.

Gould, Mary Elizabeth, Fulham rd July 31 Gould v Macfarlane, North, J Sharp, Parliament st, Westminster

Greenwood, Sarah, Todmorden, York July 30 Lockwood v Pyrah, Stirling, J. Chadwick, Dewsbury

Henderson, John, Eastlands, Walmer, nr Deal July 31 Henderson v Henderson, North, J May, King William st

Richards, Thomas Glasbrook, Swansea, Solicitor Aug 8 Richards v Harvey, North, J Thomas & Co, Swansea

Rothwell, Edmund, Marland, nr Rochdale, Tramway Manager Aug 5 Haldane v Rothwell, Registrar, Manchester Costeker, Darwen

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Tuesday, June 14.

Anderson, Rev Michael James, Dawlish, Devon Aug 1 Bensly & Bolingbroke, Norwich

Bird, Samuel, Cowes, I W July 26 Collyer-Bristow & Co, Bedford row

Bomford, Major Samuel, Cambridge, July 30 Anderson & Sons, Ironmonger la

Bray, Christopher, Sheffield July 30 Harrop, Sheffield

Breeze, Shadrach, Liverpool, Shipbroker July 9 Buck & Co, Southport

Brown, Francis Joseph, Brixton, Lice nsed Victualler July 23 Nash & Co, Queen st

Calderon, Philip Hermogenes, Picca dilly, R A May 26 Fishers, Essex st, Strand

Deakin, William Augustus, Esher, Surrey, July 30 Francis & Johnson, Austin Friars

Deighton, Dorothy, Bradley, nr Huddersfield July 25 Wilson, Mirfield

Denison, Charles Marsh, Balham, Barrister July 30 Wingate, Angel ct

Eyres, Charles Walter, Br enchley, Kent, Licensed Victualler June 28 Hinds & Son, Goudhurst

Franklin, William, Royton, Lancs, Farmer July 6 Mellor, Oldham

Frost, Mary, Royston, nr Barnsley July 11 Horsfield, Barnsley

Griffiths, Lucy, Torquay July 30 Nicholls, Old Jewry chmbrs

HAWORTH, GEORGE, Whalley, Lancs, Grocer July 1 J N Withers, Blackburn
HOLDSTOCK, ISABELLA JOANNAH, Reading July 9 Beale & Martin, Reading
HORNER, HENRY, Sunderland July 12 Maughan, Middleham
HOSKISSON, JOHN, North Ormesby, York, Accountant July 10 Punch, Middlesborough
KIRKUP, ROBERT, Cresswell, Northumberland July 15 Webb, Morpeth
LEWIS, MARGARET, Pembroke June 24 Reed, Pembroke
LONGBOTTOM, THOMAS SMALES, Barnsley, York July 11 Horsfield, Barnsley
MARCHAM, EDWIN, Camden Town July 15 Rose & Johnson, Delahay st, Westminster
MARTIN, THOMAS, Manchester, Gunsmith Aug 1 Flower, Manchester
NAYLOR, SARAH ELIZABETH, Leeds Aug 1 Simpson & Simpson, Leeds
PEARSON, SARAH, Wigton, Cumberland July 30 Lawson, Wigton
POLHILL, the Rev FREDERICK CAMPBELL, Sundridge, nr Sevenoaks July 18 Plaskitt, Lincoln's inn fields
RANDOLPH, Rev WILLIAM CATER, Bath July 10 Bush & Bush, Bristol
ROBSON, THOMAS, Newcastle upon Tyne, Merchant July 23 Aitchison, Newcastle upon Tyne
SHICKLE, EMMA, Barnes July 23 Nicholls & Son, Old Jewry chmbrs
SIMMONS, SARAH JANE, Kingsdown, Bristol July 14 Gwynn & Masters, Bristol
SMITH, FRANCIS, Scarborough Aug 1 Tate & Co, Scarborough
SMITH, GEORGE, Openshaw, Manchester, Physician July 11 Orrell, Manchester
STRINGER, EMMA, Sandbach, Chester July 16 Hill, Crewe
THOMPSON, THOMAS, Dudley, Butcher July 8 Webb, Morpeth

London Gazette.—FRIDAY, June 17.

ALLNUTT, SARAH EMMA, Notting hill July 23 Davis, Richmond
BOWRING, EMMA, East Molesey July 23 Toff & Co, Bedford row
BRADFORD, JOHN, Kenilworth, Warwick July 5 Willington Wilmshurst, Kenilworth
BROOKE, WILLIAM JOHN, Mission, Nottingham Sept 1 Mee & Co, Retford
BUCK, THOMAS, Leeds, Publican July 25 Middleton & Sons, Leeds
CHALLIS, ALFRED WILBERFORCE, Kingston on Thames July 16 Wilkinson & Co, Bedford st
CHAPMAN, ANN, York Aug 17 Bannister Dent, York
CHURCHMAN, MARY ANNA, Ipswich July 14 Kersey, Ipswich
CRIPPS, JOHN, Turnham Green Aug 12 Hamlin & Co, Fleet st
CROWTHER, CLARA, Buxton July 15 Harry Farrar & Crowther, Bradford
DEANE, HARRIET, Colchester July 23 Elwes & Turner, Colchester
DIXON, GEORGE, Edgbaston, M.P. July 23 Ryland & Co, Birmingham
DOWLING, HENRY, Brighton, Brewer July 30 Woods & Holmes, Brighton
EADES, JAMES, and CHARLOTTE EADES, Stoke Newington July 14 Banks Pittman, Basinghall st
ELLISTON, MARY ANNE, Gunnersbury July 22 Sharpe & Co, New ct, Carey st
FENNEY, HOWARD, Birmingham July 30 Gough, Birmingham
FLETCHER, CHRISTOPHER, Netherwasdale, Cumberland, Yeoman Aug 1 Paitson, Whitehaven
GRIFFITH, Sir WILLIAM BRANDFORD, Windsor Aug 31 Griffith, Bayswater
HARPER, CHARLES SEPTIMUS, Twyford, Bucks, Farmer July 8 Hearn & Hearn, Buckingham
HAY, Hon LOUISA, Lavington, Wilts July 18 Wickham, Essex st, Strand
HEATH, HOLMES, Leeds, Innkeeper July 16 Dale & Son, Leeds
HINDLEY, ALBERT DANIEL, Heckmondwike July 27 Robertson, Heckmondwike
KENT, ELLEN, Oldham July 26 Blackburne & Smyth, Oldham
LANPHIER, Rev JOSEPH, Ulcombe, Kent July 18 Stenning & Co, Tonbridge
LOCKEY, MARY ANN, Henley on Thames July 30 Cooper & Son, Henley on Thames
LONG, GEORGE, Chippenham, Wilts July 18 Bennett & Co, Coleman st
MORRELL, JOSEPH, Maltby, York, Farmer July 16 Jones, Derby
MOULTON, CHARLES, Acton Bridge, nr Northwich, Coal Merchant July 4 Hensley, Nantwich
MOUNCEY, ANN SMALL, Holland Park av July 18 Jordan & Lavington, Ironmonger ln
PADFIELD, GEORGE, South Hackney Aug 1 Harold & Co, Verulam bldgs, Gray's inn
PALMER, ANN, Hartley Wintney, Southampton July 11 Scadding & Bodkin, Gordon st
PEARSON, JANE, Berwick upon Tweed July 1 Sanderson & Weatherhead, Berwick upon Tweed
PRESCOTT, GEORGE WOOD, Chester Aug 1 Munro, Nantwich
ROACH, LOUISA, Newport, I of W June 28 Roach Pittis, Newport
ROBINS, JAMES, Gravesend, Kent July 30 Tolhurst & Co, Gravesend
ROGERS, HENRY GOMM, Brompton rd, Veterinary Surgeon July 20 Fladgate & Co, Craig's ct, Charing Cross
ROLPH, JOHN MAIR, Brighton July 20 Robins & Co, Lincoln's inn fields
ROMAIN, ABRAHAM ANIDJAR, Bow June 30 Romain, Bishopsgate without
ROOME, GEORGE, Sheffield, Mark Maker June 30 Muir Wilson, Sheffield
EARL OF STRAFFORD, the Right Hon GEORGE HENRY CHARLES, Barnet, Herts July 28 Farrer & Co, Lincoln's inn fields
THURSTON, FRANCIS PENROSE, Highbury Park July 20 Sheehy, Coleman st
TOWGOOD, ELEANOR, Great Paxton, Huntingdon Aug 1 Butler & Wilkinson, St Neot's, Hunts
TURNER, ROBERT BERRS, Manchester, Commission Agent July 30 Diggles & Ogden, Manchester
WALKER, THOMAS, Birmingham July 14 Lowe & Jolly, Birmingham
WHITBREAD, MAUD, Purfleet, Essex July 17 Martineau & Reid, Raymond bldgs
WINDER, CHARLES ORMOND, Peckham, Publican Taylor & Taylor, New Broad st
YEOMAN, ALFRED, Streatham, Builder Aug 8 Tilling, Devonshire chambers, Bishopsgate

London Gazette.—TUESDAY, June 21.

ARMITAGE, THOMAS KENYON, Birstall, York, Plumber July 23 Steward & Son, Leeds
ASHTON, SQUIRE, Oldham, July 23 Clark & Jackson, Oldham
ASPDEN, RICHARD, Bamber Bridge, Lancaster, Cotton Manufacturer July 30 Ingham, Bamber Bridge
BOORMAN, JOHN LUKE, Gravesend Aug 1 Saxton & Morgan, Somerset st, Portman sq
BROCK, ELLEN JANE, Glastonbury July 20 Bulleid & Nixon, Glastonbury
BULMER, HENRY FRANCIS HORATIO, Littlethorpe Hall, nr Ripon, Commercial Traveller Aug 1 Bulmer & Lawson, Leeds
BURT, ELIZA, Lytham, Lancaster July 28 Cooper, Preston
COLMAN, SAMUEL, Wilby, Norfolk, Farmer July 26 Cozens-Hardy & Jewson, Norwich
CROASDILL, CLARA KELLEY, Canterbury July 19 Furley, Canterbury
FAIRHURST, ANN, Higher Whitley, Chester July 29 Davies & Co, Warrington
FISHER, CHARLES, Gt Yarmouth July 18 Kersey, Ipswich
FREEMAN, HENRY WILLIAM, Bath, J P, F R C S Aug 4 Smith & Co, Ashby de la Zouch, Leicester
GOOCH, THOMAS, Brighton July 31 Stibbard & Co, Leadenhall st
GREATOREX, GEORGE BRADBURY, Hillingdon July 30 Davidson & Morriss, Queen Victoria st
HARRISON, ELLEN, Burnley July 22 Smith & Smith, Burnley
HARRISON, ISAAC, Burnley July 22 Smith & Smith, Burnley
HEATH, WILLIAM JAMES, Kingston on Thames July 21 Walker, Quality ct, Chancery lane
HETHERINGTON, THOMAS, Manchester July 18 Crofton & Co, Manchester
HUTCHINGS, ALICE, Wood Green Aug 1 Campbell & Co, Warwick st, Regent st
JOHNSON, LUCY, Kensington July 20 Newman & Co, Clement's inn
KIELL, FRANCES ANN, Taunton, Somerset June 28 Kite & Broomhead, Taunton
L'AMY, SYLVESTER, Suffolk st, Pall Mall July 14 Snell & Co, George st, Mansion House
LINNETT, EDWARD, Birmingham, Hair Pin Manufacturer July 30 Perry & Co Birmingham
MCGAW, JOSEPH, Mickleham Downs, nr Dorking July 25 Murray & Co, Birchin lane
MARSH, Mrs ANNA, Chiswick ln Aug 1 Herbert, Cork st, Burlington gdns
MARTIN, CHARLES, Worthing July 20 Griffith, Brighton
NIXON, GEORGE ALCOCK, Manchester, Commercial Traveller July 28 Nuttall & Co, Manchester
PARKER, SAMUEL EDWARD, Sydenham, Kent July 25 Marchant & Co, Deptford
PARMENTER, THOMAS ARTHUR, Middle Wallop, Hants, M A July 21 Mount & Son Gracechurch st
PEEL, ROGER, Oldham, Compositor July 12 Taylor, Oldham
PEPPIN, HENRY HOSKYN, Harpford House, Devon Aug 11 Cooper, Budge row
PRESTON, MARGARET ANN, Clitheroe, Lancs July 23 Baldwin & Co, Clitheroe
READ, WILLIAM, Clitheroe, Lancs, Grocer July 23 Baldwin & Co, Clitheroe
RHODES, JAMES, Glossop, Derby, Surgeon July 21 Davis, Glossop
RHODES, JEREMIAH, Bradford, July 30 Wilson & Stanfield, Bradford
ROBINS, JAMES, Gravesend July 30 Tolhurst & Co, Gravesend
SARTORIUS, Dame SOPHIA, Lymington, Hants July 16 Theobald, Bedford row
SEARLES, EMMA JULIA, Margate July 25 Webster & Webster, Lincoln's inn fields
SENIOR, GEORGE, Brampton, Derby, Earthenware Manufacturer July 30 John Bunting & Son, Chesterfield
SHACKLETON, JAMES BUTTERWORTH, Derby, Draper Aug 2 Stone, Derby
SKELTON, LOUISA, Headingley, Leeds Aug 1 Dawson & Chapman, Leeds
SMITH, EMMA, Tenby, Pembroke July 1 Stokes, Tenby
SMITH, ROBERT, Dover July 22 Mowll & Mowll, Dover
STUBBS, FREDERICK, Hanley, Staffs July 17 Paddock & Sons, Hanley
SWEENEY, ELIZABETH ROSE, Brixton July 22 Graham, Queen Victoria st
THIBELE, MARY, Newcastle upon Tyne Aug 6 Brown & Son, Newcastle upon Tyne
THWAITES, HARRIETT, Chelsea July 25 Morgan, Hastings
TITLEY, ANTHONY, Headingley, Leeds Aug 1 Simpson & Simpson, Leeds
WARD, PHOEBE, Tipton, Staffs July 5 Arnold & Son, Birmingham
WEBSTER, JANE, Streatham July 18 Hubbard & Co, Cannon st
WEBSTER, SAMUEL, Birkdale, Contractor July 30 John Quinn & Sons, Liverpool
WELCH, JANE, Coventry July 26 Twist & Sons, Coventry
WELLS, JOHN, Bradford July 23 Morgan & Morgan, Bradford
WHITELOCK, WILLIAM, Pickering, York, Painter July 22 E J & A Peters, York
WILLIAMSON, LETTICE, Sale, Chester July 30 Tallent-Bateman & Thwaites, Manchester

London Gazette.—FRIDAY, June 24.

ADAMS, WILLIAM EDWIN, Overend, Cradley, Worcester, Licensed Victualler July 8 T Cookesey, Old Hill, Staffs
ARDERN, MARY, Buxton Aug 31 Clegg & Sons, Sheffield
BATES, HENRY, Holbeach, Lincs, Yeoman July 25 Willders & Son, Holbeach
BEVERIDGE, CHARLES, Southampton July 30 Page & Gulliford, Southampton
BEAR, MARY, Gestingthorpe, Essex Aug 20 Harris & Co, Halstead
COCHILL, ALEXANDER, Notting Hill gate July 31 Jackson & Co, Coleman st
COHEN, BENJAMIN, Leicester, Fried Fish Merchant July 30 Haxby & Partridge, Leicester
COTTERELL, EDWARD, West Halkin st, Surgeon July 26 Dean, Gt Russell st
DIXON, Miss MARY, Newcastle under Lyme July 21 Llewellyn & Ackrill, Tunstall
DUIGAN, ALFRED LEOPOLD, Hartford, Connecticut Aug 15 Fooks & Co, Carey st, Lincoln's inn
GRAYDON, GEORGE, Upper Norwood July 20 Lydall & Sons, John st, Bedford row
HALL, GEORGE EDWARD, Eccles, Lancs Aug 6 Tallent-Bateman & Thwaites, Manchester
HILLS, FREDERICK ALEXANDER, Cambridge Aug 1 Burrows, Cambridge
HITCHCOCK, FREDERIC, Weeke, nr Winchester, Barrister July 31 Miller & Co, Savile row
KENT, PETER ADOLPHUS, Bristol, Mining Engineer Aug 18 King, Bristol
KILGOUR, JANET LINDSAY, Liverpool July 25 Sampson & Co, Liverpool
KIRKUP, ROBERT, Cresswell, Northumberland July 15 Webb, Morpeth
LANGLEY, ELIZA, Croydon July 22 Rowland & Hutchinson, Croydon
LOCKE, WILLIAM, Brighton July 25 Tatham & Co, Queen Victoria st
MORGAN, WILLIAM PITT, Hove, Sussex July 31 Pears & Co, Sackville st
MUSGRAVE, HENRY YORKE, East Sheen, Surrey July 30 Tickell, Walbrook
OLNEY, JOHN, Epping, Essex, Farmer July 25 Pettit, Leighton Buzzard
OSBORN, LEWIS, Bedford, Draper Aug 8 Baxter, Bedford
PERRY, ARTHUR, Ludgate hill July 25 Baynes, Dartford
SHIELS, WILLIAM, San Francisco July 24 Smith & Rydon, Lincoln's inn fields
SLATER, SARAH JANE, Liverpool July 8 Sampson & Co, Liverpool
TOBIN, THOMAS JAMES, Liverpool Aug 24 Harrison & Burton, Liverpool
TREFERY, Mrs JANE POTT, Fowey, Cornwall Sept 21 Graham & Graham, Fowey
TUTTON, JAMES, Wrington, Somerset Aug 1 F Wood, Wrington
WAINWRIGHT, ROBERT OWEN, Hull Aug 6 Colbeck & Thompson, Hull
WARD, PHOEBE, Tipton July 5 Arnold & Son, Birmingham
WEBSTER, HENRY, Harrogate, York Aug 6 Nelson & Co, Leeds
WILLIAMS, ANN, Oswestry, Salop, Innkeeper Aug 1 W Jackson, Oswestry
WINDER, CHARLES ORMOND, Peckham, Publican July 22 Taylor & Taylor, New Broad st
WILKINSON, MATTHEW, Bradford, Butcher Aug 1 Mossman & Co, Bradford
WRIGLEY, JOHN, Preston July 8 W & R Ascroft, Preston

London Gazette.—TUESDAY, June 23.

ALLEN, ANNIE ELIZABETH, Liverpool July 30 Sefton, Liverpool
ALLFREY, GOODRICH HOLMSDAY, Mortimer, Berks Aug 7 Lake & Lake, New sq
ANDERSON, JANE, Liverpool July 30 Sefton, Liverpool
BADCOCK, EDWARD, Crediton, Devon July 25 Sparkes & Co, Crediton
BROWNE, ALEXANDER HENRY, Callaly Castle, Northumberland July 23 Kingsford & Co, Essex st, Strand
BULMER, MARTHA, Scarborough Aug 13 Turnbull & Son, Scarborough
COLDHAM, JAMES HENRY HAMILTON, Halsey st, Cadogan sq Aug 22 Coldham, New ins, Strand
COLE, MARTIN GEORGE, Hove, Sussex July 30 Dawes & Sons, Angel ct
COOPER, JOHN, York, Hairdresser July 30 Spink & Brown, York
CORNFORTH, GEORGE, Egton Bridge, York July 30 Buchannan & Sons, Whitby
DALE, Rev LAWFORD WILLIAM TORRIANO, Chiswick July 23 Kendall & Co, Carey st
ELLERTON, JAMES, sen, Finsbury, French Polisher Aug 1 Bodman, Lancaster place, Strand
ELLIS, HENRY, Hastings, Property Agent July 25 Davenport & Co, Hastings
EWING, ROSE HANNAH, Gt Malvern, Worcester July 25 Lambert & Rogers, Malvern
FULCHER, CHRISTMAS, Cambridge, Furniture Broker July 31 Ginn & Matthew, Cambridge
GANTZ, OSCAR CHARLES, Liverpool, Merchant July 30 Tyler & Co, Liverpool
GRANGE, FRANK, Southampton, M D Aug 24 Newman, Southampton
GUNNING, DAVID, Manchester July 25 Dixon & Linnell, Manchester
HARGREAVES, JOHN BLAKELEY, Manchester, Joiner July 25 Earle & Co, Manchester
HAWORTH, RICHARD, Oswaldtwistle, Grocer July 30 Reddish, Church
HOLDING, JOSEPH, Hulme, Lancs, Licensed Victualler July 30 Hall & Co, Accrington
HOOPER, GEORGE JOSEPH, Eastcheap, Provision Merchant Aug 10 Drake & Co, Rood lane
JONES, ANN, Walthamstow Aug 8 Levy, Arundel st, Strand
L'AMY, SYLVESTER, Suffolk st, Pall Mall July 14 Snell & Co, George st, Mansion House
LILBURN, THOMAS, Longhorsley, Northumberland Aug 8 Webb, Morpeth
MANNING, MICHAEL, Bootle, Lancs, Marine Store Dealer Aug 6 Quinn & Sons, Liverpool
MILLINGTON, SARAH, Chelsea July 23 Guillaume & Sons, Salisbury sq
PRICE, REES CHARLES, Newton Abbot, Devon July 25 Kendall & Co, Carey st, Lincoln's inn
RAWLINGS, BENJAMIN, Leicester July 13 Whetstone & Frost, Leicester
DE VERE, The Most Noble WILLIAM AURELIUS AUBREY, Duke of St Albans July 30 Freshfields & Williams, Old Jewry
SANGSTER, KATHERINE ISABELLA, Bayswater July 23 W W Gabriel, Portugal st bldgs
SENIOR, ABRAHAM, Shelley, nr Huddersfield Aug 1 Armitage & Co, Huddersfield
SMITH, CAROLINE, Chesterfield, Derby Aug 20 Jones & Middleton, Chesterfield
WEBSTER, HENRY, Harrogate Aug 6 Nelson & Co, Leeds

WILLIAMSON, HENRY, Bayswater July 30 James & James, Ely place
WOODING, JOSEPH, Hackney rd, Shoe Manufacturer Aug 8 Stileman & Co, Southampton st, Bloomsbury sq
YEATMAN-BIGGS, Major-General ARTHUR GODOLPHIN, CB, Stockton House, Wilts July 25 Houseman & Co, Prince's st, Storey's gate, Westminster

London Gazette—FRIDAY, July 1.

ATKINSON, ISABELLA, Liverpool July 14 Bremner & Co, Liverpool
BEAUFORT, Rev DANIEL AUGUSTUS, Lewisham Aug 15 Leefe & Leefe, Quality ct, Chancery ln
BERRE, HENRY THOMAS, Yeovil Aug 1 Simpson & Co, Southwark st, Southwark
BERNEYER, EMMA, Boscombe, Hants July 30 Fresbfields & Williams, Old Jewry
BROWN, THOMAS ANDREW, Edgeley, Stockport, Architect Aug 1 Lingard Vaughan, Stockport
CASE, CELIANO ELIZABETH, Liverpool Aug 1 Trelfal, Southport
COLE, GEORGE, Clapton Aug 9 White & De Buriatte, Holborn viaduct
DAWE, JOSEPH ODLING, Hastings Aug 15 Sweetland & Greenhill, Fenchurch st
DAY, FREDERICK, Hackney July 30 Hatchett & Co, Mark ln
DENNIS, ANNIE, Stockwell rd Aug 11 Smules & Co, Bedford row
DEY, ANN LYDIA, Oxford Aug 27 Robinson, Oxford
DUGGAN, RICHARD, Plymouth Aug 13 Gidley & Son, Plymouth
DUSSEK, ALEXANDER LOUIS, Rotherhithe July 31 Morgan & Upjohn, Holborn viaduct
EDGAR, JAMES, Fulham, Builder Aug 8 Bartlett, Bush lane
ELLIOTT, CHARLOTTE, South Kensington Aug 8 Liverack & Son, Hull
EVANS, THOMAS, Walsall July 16 J N & E A Cotterell, Walsall
FAULDING, ROBERT, North Kelsey, Lincoln Aug 10 Freer & Co, Brigg
FISHER, ELIZABETH LOUISA, Holland Park gdns Aug 1 C Cheese, Strand
FLETCHER, CHARLES, Rye, Sussex, Painter July 31 Dawes, R e
FLETCHER, THOMAS, Little Lever, Lancs July 19 A Bailey & Son, Bolton
FRIBBENS, JANE, Warwick rd, Maida Hill Aug 3 Druces & Attlee, Billiter sq
GOODCHILD, JAMES, Romford, Essex Aug 2 A H Hunt & Co, Romford
GREATBACH, WILLIAM, Worcester, China Potter July 23 Lord & Parker, Worcester
HAMILTON, ALICE, Ramsbottom, Lancs Aug 1 Butcher & Barlow, Bury
HANSON, ABRAHAM, Wearde, Lancs Aug 3 Bleare, Manchester
HARRISON, WILLIAM, Diss, Norfolk, Cabinet Maker Aug 1 Lyus & Sons, Diss
HILLINGDON, the Right Hon CHARLES HENRY BARON, Hillingdon Aug 15 Bircham & Co, Old Broad st
HUNT, EMILY PRISCILLA EDGELL, Hyde pk gate Sept 1 Longbourne & Co, Lincoln's inn fields
JAMES, WILLIAM, Tywardreath, Cornwall Aug 13 Gidley & Son, Plymouth
KELLY, JOHN WILLIAM, Bishop's Castle, Salop, Draper July 20 Harrison & Winnall, Welshpool
LADNER, EDWARD, Bristol July 16 Bevan & Co, Bristol
MACKISON, THOMAS FINLAYSON, Bamford, nr Rochdale Aug 20 Addleshaw & Co, Manchester
MACRAE, JOHN HECTOR, Scarborough, Hairdresser Aug 13 Turnbull & Son, Scarborough
MARSDEN, HECTOR LIONEL, Seaford, Brewer Aug 8 Bartlett, Bush ln
MOORE, JOHN CARRICK, Eaton sq, FRS Aug 1 Cooke & Co, Bristol
PARKER, ELIZABETH HELEN, Weaste, Salford Aug 8 Grundy & Co, Manchester
PARKER, JAMES, Weaste, Salford, Baker Aug 8 Grundy & Co, Manchester
PARKES, JOSEPH MALE, Sedgley, Stafford, Manufacturer Sept 1 T M J & A Whitehouse, Wolverhampton
RENNICK, ANNE, Liverpool July 25 Nield, Liverpool
RICKWOOD, ISABELLA ELIZABETH, Cambridge Aug 8 J Bartlett, Bush lane
ROWBOTTOM, FRED, Deptford Aug 6 F Chetty, St James st
RUST, FREDERICK JAMES, Putney, Agent July 21 Aldis, Basinghall st
SALTMARSH, EDWARD JOHN, Threadneedle st July 30 Robins & Co, Lincoln's inn fields
SHAWE, RICHARD FLEETWOOD, Lotherton Hall, nr South Milford Aug 1 Crust & Co, Beverley
SHOTTON, ROBERT, Croydon Aug 12 Grundy & Co, Queen Victoria st
SMALLBONE, THOMAS, Reading, Pattern Maker July 29 Brain & Brain, Reading
STARTIN, THOMAS, jun, Birmingham, Coach Builder July 21 Smith, Birmingham
STEER, FANNY, Rhymney, Mon July 30 Morgan & Co, Cardiff
WALLER, EDMUND, Cheltenham Aug 13 Collyer-Bristow & Co, Bedford row
WALTER, CLEMENT CUTHBERT, Dover, Surgeon Aug 1 Sydenham & Co, Dover
WELDON, HENRY, West Hampstead Aug 1 Eustace Anderson, Ironmonger lane, Cheapside
WHITBREAD, MAUD, Purfleet, Essex July 17 Martineau & Reid, Raymond bldgs
WILLIAMS, RICHARD, Canton, Cardiff July 23 Phillipe, Cardiff

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 8.

RECEIVING ORDERS.

AICARD, P EMILE, Pwlmcyric, nr Chepstow, Coal Exporter Newport, Mon Pet June 21 Ord July 4
BENNETT, HENRY, Norwood High Court Pet July 5 Ord July 5
BENNETT, JOSEPH, Oldham, Farmer Oldham Pet July 2 Ord July 6
BLYTH, WILLIAM HENRY, Kingston upon Hull, Hairdresser Kingston upon Hull Pet July 6 Ord July 6
BROWN, EDWARD, St John's Wood, Licensed Victualler High Court Pet June 9 Ord July 5
BROWNE, C R W, Newington causeway, Licensed Victualler High Court Pet June 13 Ord July 5
CHAMBERS, WILLIAM, Hounslow, Florist Brentford Pet July 4 Ord July 4
CRAWFORD, FRANK, Kendal, Butcher Kendal Pet July 5 Ord July 5
CROFT, THOMAS SAMUEL, Nottingham, Manufacturing Confectioner Nottingham Pet July 6 Ord July 6
DARLEY, THOMAS, Kippax, Yorks, Greengrocer Wakefield Pet July 5 Ord July 5
DAVIES, CALEB, Cardiff, Commission Agent Cardiff Pet July 5 Ord July 5
DAVIES, THOMAS, Llandissilio, Pembroke Pembroke Dock Pet July 4 Ord July 4
DAVIES, LEWIS LEWIS, Swansea, Waterproof Garment Manufacturer Swansea Pet June 17 Ord July 4
DODD, THOMAS, Appleby, Westmorland, Grocer Kendal Pet July 5 Ord July 5
FAIRCHILD, GEORGE EDWIN, Harrington sq Lewes Pet June 15 Ord July 6
HALL, WALTER, Halifax, Plumber Halifax Pet July 5 Ord July 5
HAYNES, SAMUEL, Neasden, Commercial Traveller High Court Pet July 6 Ord July 6
HOBSON, ERNEST, Sheffield, Grocer Sheffield Pet July 4 Ord July 4
HUNTABLE, THOMAS WILLIAM, Gt Dover st, Borough, Clerk High Court Pet July 6 Ord July 6
ILLINGWORTH, WALTER, Soothill, nr Batley, Hotel Keeper Dewsbury Pet July 6 Ord July 6
JELLICOE, JAMES ANTHONY, Walthamstow Solicitor High Court Pet May 27 Ord July 4
JENKINS, JOHN DANIEL, Llanfihangel, Ystrad, Auctioneer Aberystwith Pet June 24 Ord July 6
MELLOR, JOHN THOMAS, Liverpool, Dairyman Liverpool Pet June 13 Ord July 4
MOUNTAIN, JOSEPH, New Wortley, Leeds Leeds Pet July 5 Ord July 5
NICHOLAS, MARY ANNE, Cheshunt, Herts, Corn Dealer Edmonton Pet July 2 Ord July 2
ODELL, ALFRED JAMES, Loughborough, General Dealer Leicester Pet July 4 Ord July 4
PEACE, BENJAMIN, Dewsbury, Accountant Dewsbury Pet July 4 Ord July 4
PETERS, JOHN, Hereford, Tailor Hereford Pet July 4 Ord July 4
POWELL, JOHN HENRY, Wolverhampton, Tobacconist Wolverhampton Pet July 6 Ord July 6
POWELL, WILLIAM HART, Dover, Grocer Canterbury Pet July 5 Ord July 5
PRIEST, EDGAR, Smethwick, Staffs, Grocer West Bromwich Pet July 5 Ord July 5
PYM, CHARLES, Shavington, nr Nantwich, Butcher Nantwich Pet July 4 Ord July 4
REES, HENRY, Cardiff, Plumber's Apprentice Cardiff Pet July 5 Ord July 5
RICHARDS, EVAN PRICE, Mountain Ash, Glam, Tailor Aberdare Pet July 5 Ord July 5
SANGER, EDWARD, Bournemouth, Baker Poole Pet July 5 Ord July 5
SHARP, JAMES, Silloth, Cumberland, Photographer Carlisle Pet July 5 Ord July 5
SHAW, WILLIAM STEELE, Hyde, Cheshire, Innkeeper Ashton under Lyne Pet June 23 Ord July 4
SHERWOOD, TOM, Workington, Draper Cockermouth Pet June 10 Ord July 4
SNELL, JOHN WILLIAM, Askern, nr Doncaster Leeds Pet July 4 Ord July 4
STANDISH, ARTHUR, Castleford, Yorks Wakefield Pet July 6 Ord July 6
STOTT, TAYLOR, Elland, Yorks, Carrier Halifax Pet July 6 Ord July 6
TATE, EDWARD, Woodhouse, Leeds, Dyer Leeds Pet July 4 Ord July 4
THAIN, GEORGE BULMER, Wetherby, Yorks, Builder York Pet July 4 Ord July 4
VEASEY, WILLIAM MARTIN, Whissendine, Rutland Leicester Pet July 6 Ord July 6
WILLIAMS, JAMES GRAHAM, Swansea, Confectioner Swansea Pet July 5 Ord July 5
WOOLAND BROTHERS, Nottingham, Smallware Dealers Nottingham Pet June 22 Ord July 4
YARNOLD, HENRY, Walsall, Builder Walsall Pet July 1 Ord July 1
Amended notice substituted for that published in the London Gazette of May 27:
BRADLEY, CHARLES, Ashton under Lyne, Grocer Ashton under Lyne Pet May 14 Ord May 23
Amended notice substituted for that published in the London Gazette of June 24:
LAND, HENRY, Wirksworth, Derbys, Tailor Derby Pet June 22 Ord June 22

FIRST MEETINGS.

BAIRD, ROBERT ALEXANDER, Edmonton July 15 at 12 Off Rec, 95, Temple chmbrs, Temple avue
BISHOP, EDWARD ERNEST, Balham, Clerk July 15 at 12 24, Railway app, London Bridge
BOND, WILLIAM, Sheffield, Yorks, Joiner July 15 at 3 Off Rec, Figtree lane, Sheffield
BULL, JABEZ BARNABAS, Southampton, General Merchant July 15 at 3 Off Rec, 172, High st, Southampton
DERRE, THOMAS, Bridgend, Tailor July 19 at 11 Off Rec, 29, Queen st, Cardiff
EDGAR, HENRY STANFORD, Millbank st, Westminster, Coal Merchant July 15 at 12 Bankruptcy bldgs, Carey st
FIELD, JANE, Hove July 15 at 11.30 Off Rec, 4, Pavilion bldgs, Brighton
FLUX, ROBERT JOHN, Sandown, China Merchant July 16 at 12 Off Rec, 19, Quay st, Newport, I of W
GRAVES, WILLIAM HENRY, Newport, Mon, Dairyman July 18 at 12 Off Rec, Westgate chmbrs, Newport, Mon
HADLEY, GEORGE, Stafford, Publican July 19 at 2 County Court, West Bromwich
HALL, WALTER, Halifax, Plumber July 19 at 11 Off Rec, Townhall chmbrs, Halifax
HAM, WILLIAM, Weston super Mare, Sanitary Engineer July 16 at 11 W H Tamlyn, High st, Bridgwater
HOPKINSON, CHARLES CESAR, and GEORGE HENRY HOPKINSON, Regent st, Bankers July 19 at 12 Bankruptcy bldgs, Carey st
INCE, HARRY, Bayswater, Waiter July 18 at 12 Bankruptcy bldgs, Carey st
JOHNSTON, E B, Foster lane, Cheapside July 18 at 11 Bankruptcy bldgs, Carey st
JOPE, GEORGE, Newport, Mon, Commercial Traveller July 18 at 12.30 Off Rec, Westgate chmbrs, Newport, Mon
LAWTON & Co, Trinity sq, Merchants July 18 at 2.30 Bankruptcy bldgs, Carey st
LEVY, ABRAHAM, Clapham, Tobacconist July 15 at 12.30 24, Railway app, London bridge
LEWIS, JOHN, Aberdare, Tailor July 15 at 2 65, High st, Merthyr Tydfil
LOCKTON, ALFRED, Wymeswold, Leicester, Baker July 15 at 3 Off Rec, 1, Berridge st, Leicester
LOWES, JOHN, Tenterden, Kent, Mineral Water Manufacturer July 18 at 2.45 Mace & Sons, Tenterden
NETTLETON, FREDERICK GEORGE, Leeds, Pawnbroker July 18 at 11 Off Rec, 22, Park row, Leeds
NEWSAM, FREDERICK CHARLES, Cannon st, Solicitor July 15 at 12 Bankruptcy bldgs, Carey st
NICHOLS, HARRY SYDNEY, Charing Cross rd, Publisher July 15 at 11 Bankruptcy bldgs, Carey st
NICHOLSON, WALTER LAWSON, Swindon July 16 at 11 Off Rec, 45, Cricklade st, Swindon
ODELL, ALFRED JAMES, Loughborough, General Dealer July 15 at 12.30 Off Rec, 1, Berridge st, Leicester
OWEN, JAMES DAVID, Cardiff, Commission Agent July 19 at 11.30 Off Rec, 29, Queen st, Cardiff
PEACOCK, JOHN, Birmingham, Clerk July 25 at 11 174, Corporation st, Birmingham
SHERRY, JOHN, Exeter, Confectioner July 28 at 10.30 Off Rec, 13, Bedford circus, Exeter
SMITH, CHARLES BOWDEN, Streatham, Auctioneer July 18 at 11.30 24, Railway app, London Bridge
SMITH, JAMES, Chelsea, Cab Proprietor July 18 at 2.30 Bankruptcy bldgs, Carey st
STANLEY, MARY, St Lawrence, I of W July 16 at 3 Off Rec, 19, Quay st, Newport, I of W
STEWART, JOSEPH, Liverpool, Grocer July 21 at 10.30 Off Rec, 35, Victoria st, Liverpool
THAIN, GEORGE BULMER, Wetherby, Yorks, Builder July 20 at 12.30 Off Rec, 28, Stonegate, York
THOMAS, WILLIAM, Morriston, Swansea, Hosier July 19 at 12 Off Rec, 31, Alexandra rd, Swansea
TURTLE, ROBERT, Battersea, Horse Dealer July 15 at 11.30 24, Railway app, London bdge
VAN VEEN, BARTHOLMEUS, Sandal Magna, Yorks, Butter Factor July 15 at 11 Off Rec, 6, Bond ter, Wakefield
WRIGHT, THOMAS HOLLIS, Streatham July 18 at 12 Bankruptcy bldgs, Carey st
Amended notice substituted for that published in the London Gazette of July 1:
SUTTON, JOHN, York, Blacksmith July 14 at 12.15 Off Rec, 28, Stonegate, York

ADJUDICATIONS.

ALDOUS, FRANK ENGLAND, Norwood, Dealer in Antiquities High Court Pet May 24 Ord July 5
ARNOLD, THOMAS, Dunstable, Bedford, Licensed Victualler Luton Pet June 1 Ord July 6
ATKIN, ALFRED HOWELL, Rochester, Kent, Physician Rochester Pet June 3 Ord July 4
BENNETT, HENRY, Norwood High Court Pet July 5 Ord July 5
BLYTH, WILLIAM HENRY, Kingston upon Hull Hairdresser Kingston upon Hull Pet July 6 Ord July 6
BULL, JABEZ BARNABAS, Southampton, General Merchant Southampton Pet July 1 Ord July 4
CHAMBERS, WILLIAM, Hounslow, Florist Brentford Pet July 4 Ord July 4
COMINS, HERBERT, Portugal st, Solicitor High Court Pet May 13 Ord July 5
COTTRELL, SAMUEL, Westbourne, Hants Poole Pet June 20 Ord July 4
CRAWFORD, FRANK, Kendal, Butcher Kendal Pet July 5 Ord July 5
CROFT, THOMAS SAMUEL, Carlton, Notts, Manufacturing Confectioner Nottingham Pet July 6 Ord July 6
DARLEY, THOMAS, Kippax, Yorks, Greengrocer Wakefield Pet July 5 Ord July 5
DAVIES, CALEB, Cardiff, Commission Agent Cardiff Pet July 5 Ord July 5
DAVIES, THOMAS, Llanfaltey, Pembroke Pembroke Dock Pet July 2 Ord July 4
DODD, THOMAS, Appleby, Westmorland, Grocer Kendal Pet July 4 Ord July 5
EVANS, STANLEY, Northampton, Engineer Northampton Pet June 9 Ord July 5
FADDY, WILLIAM FLEMING INNES, Notting Hill, Financial Agent High Court Pet March 31 Ord July 2
FILMER, GEORGE BUDDS, Blackpool, Lancs, Mineral Water Manufacturer Preston Pet May 17 Ord July 4
GADD, MONTGOMERY, Harrow, Financial Agent High Court Pet May 18 Ord July 2
GOOCH, WALTER, Maida Vale High Court Pet April 16 Ord July 2
GORDON, WILLIAM DICKIE, Hilldrop cres, Camden rd High Court Pet June 9 Ord July 5
HADLEY, GEORGE, Swan Village, Staffs, Publican West Bromwich Pet June 22 Ord July 5
HALL, WALTER, Halifax, Plumber Halifax Pet July 5 Ord July 5
HAYNES, SAMUEL, Longford st, Regent's Park, Commercial Traveller High Court Pet July 6 Ord July 6
HOBSON, ERNEST, Sheffield, Grocer Sheffield Pet July 4 Ord July 4

HODGETT, THOMAS WILLIAM, and HERBERT LANT VIRET CARPENTER, Watford, Grocers St Albans Pet June 3 Ord July 2
HUNTABLE, THOMAS WILLIAM, Great Dover st, Borough, Clerk High Court Pet July 6 Ord July 6
JOEL, FREEMAN GREENE, Newington causeway High Court Pet July 2 Ord July 6
KAYS, MARTIN THOMAS High Court Pet May 10 Ord July 6
LOWER, JOHN, Tenterden, Kent, Mineral Water Manufacturer Hastings Pet June 30 Ord July 4
MATHEWS, ALFRED GIDEON, Westbourne, Hants, Draper's Assistant Poole Pet May 31 Ord July 4
MOUNTAIN, JOSEPH, New Wortley, Leeds, Gill Maker Leeds Pet July 5 Ord July 5
NASSAN, DIMITRI, Gt Portland st, Oriental Goods Importer High Court Pet June 13 Ord July 4
NICHOLSON, WALTER LAWSON, Swindon, Wilts, Horse Trainer Swindon Pet June 10 Ord July 6
PALMER, G, Wimbledon, Builder Kingston, Surrey Pet May 24 Ord July 6
PEACE, BENJAMIN, Dewsbury, Accountant Dewsbury Pet July 4 Ord July 4
PETERS, JOHN, Hereford, Tailor Hereford Pet July 4 Ord July 4
POWELL, JOHN HENRY, Wolverhampton, Tobacconist Wolverhampton Pet July 6 Ord July 6
POWELL, WILLIAM HART, Dover, Grocer Canterbury Pet July 5 Ord July 5
PYM, CHARLES, Shavington, nr Nantwich, Butcher Nantwich Pet July 4 Ord July 4
RICHARDS, EVAN PRICE, Mountain Ash, Glam, Tailor Aberdare Pet July 5 Ord July 5
SANGER, EDWARD, Bournemouth, Baker Poole Pet July 4 Ord July 5
SIMMONS, CHARLES EDWARD, Balsall Heath, Worcesters, Gasfitter Birmingham Pet March 29 Ord April 5
SNELL, JOHN WILLIAM, Askern, nr Doncaster Leeds Pet July 4 Ord July 4
STANDISH, ARTHUR, Castleford, Yorks Wakefield Pet July 6 Ord July 6
STOTT, TAYLOR, Elland, Yorks, Carrier Halifax Pet July 6 Ord July 6
TATE, EDWARD, Hunslet, Leeds, Dyer Leeds Pet July 4 Ord July 4
TYRWHITT, the Honourable JOHN, Guilford st, Bloomsbury High Court Pet May 24 Ord July 4
VEASEY, WILLIAM MARTIN, Whissendine, Rutland Leicester Pet July 6 Ord July 6
WESTWOOD, CHARLES JOHN, Wanstead, Essex, Railway Contractor High Court Pet Nov 24 Ord July 7
YARNOLD, HENRY, Walsall, Builder Walsall Pet July 1 Ord July 1

London Gazette.—TUESDAY, July 12.

RECEIVING ORDERS.

BARBER, DAVID, Altrincham, Plumber Manchester Pet July 7 Ord July 7
BOUGEROLLE, ANATOLE, Old Compton st, Soho, Butcher High Court Pet July 7 Ord July 7
CHAMBERS, THOMAS, Kendal, Picture Frame Maker Kendal Pet July 8 Ord July 8
DAWBER, HENRY WILLIAMSON, Worksop Lincoln Pet July 9 Ord July 9
EMMISON, JAMES GEORGE, Southport, Advertising Contractor Liverpool Pet July 8 Ord July 8
FOULDS, R M, Aldersgate st, Licensed Victualler High Court Pet June 9 Ord July 8
GOLDER, JOSEPH, Salford, Painter Salford Pet July 7 Ord July 7
HARRIS, MYER, Leylands, Leeds, Slipper Manufacturer Leeds Pet July 7 Ord July 7
JARVIS, GEORGE, Fenchurch st, Licensed Victualler High Court Pet July 7 Ord July 7
JOLLY, HAMILTON WILLIAM, Liverpool, Surgeon's Assistant Liverpool Pet June 22 Pet July 8
JONES, OWEN HENRY, Llandudno, Commission Agent Bangor Pet July 9 Ord July 9
JONES, WILD, & Co, Liverpool, General Merchants Liverpool Pet June 25 Ord July 7
KRAY, THOMAS, Longton, Staffs, Builder Stoke upon Trent Pet June 25 Ord July 9
LINES, JOHN, Bridport, Dorset, Fruit Dealer Dorchester Pet July 9 Ord July 9
NICHOLS, ROBERT WILLIAM, Kendal, Innkeeper Kendal Pet July 7 Ord July 7
NICHOLSON, JOHN, and GEORGE NICHOLSON, Harwood, nr Bolton, Farmers Bolton Pet July 7 Ord July 7
NORMAN, WILLIAM HOSKEN, Stratford, Cycle Manufacturer High Court Pet July 8 Ord July 8
PADDINGTON, WILLIAM HENRY, Boscombe, nr Bournemouth, Confectioner Poole Pet June 25 Ord July 8
PELLEW, GORDON H L, Alverstoke, Hants Portsmouth Pet June 27 Ord July 8
RAMSEY, ROBERT, Carlton, nr Snaith Wakefield Pet July 7 Ord July 7
RAMUS, ALBERT ISAAC, Brondesbury High Court Pet July 7 Ord July 7
RATCLIFFE, EDWARD STANHOPE, and CHARLES BAXTER HOARE, Kingston on Thames Kingston, Surrey Pet June 25 Ord July 8
ROBERTS, A L, Borough rd High Court Pet April 26 Ord July 7
SAMPSON BROTHERS, Canton, Cardiff, Bakers Cardiff Pet June 24 Ord July 7
SEELY, WALTER HENRY, Itteringham, Norfolk, Farmer Norwich Pet July 2 Ord July 8
TURTON, JAMES, Haydock, Lancs, Grocer Warrington Pet July 7 Ord July 7
WALTERS, JAMES, St Elvis, Pembroke, Farmer Pembroke Dock Pet July 7 Ord July 7
WAUTER, H, Brixton, Wine Merchant High Court Pet April 20 Ord July 7
WEBSTER, WILLIAM, Borobridge, Yorks, Innkeeper York Pet July 7 Ord July 7
WILSON, JOSEPH, Warrington, Glass Dealer Warrington Pet July 8 Ord July 8
YOUNG, JOHN, King's Heath, Worcesters, Fruiterer Birmingham Pet June 23 Ord July 8

Amended notice substituted for that published in the London Gazette of April 29:

MILLMORE, JAMES, Shanklin, I W, Coal Merchant Newport Pet April 14 Ord April 25

FIRST MEETINGS.

BENNETT, HENRY, Norwood July 19 at 2.30 Bankruptcy bldgs, Carey st
BENNINGTON, HENRY ALEXANDER, Walsall, Manager July 21 at 10.30 Off Rec, Walsall
BLYTH, WILLIAM HENRY, Kingston upon Hull, Hairdresser July 19 at 11 Off Rec, Trinity house lane, Hull
BOUGEROLLE, ANATOLE, Old Compton st, Soho, Butcher July 21 at 11 Bankruptcy bldgs, Carey st
BROWN, EDWARD, St John's Wood, Licensed Victualler July 19 at 12 Bankruptcy bldgs, Carey st
BROWNE, C R W, Newington causeway, Licensed Victualler July 19 at 11 Bankruptcy bldgs, Carey st
DALLEY, JOHN LLEWELLYN, Oswaldtwistle, Lancs, Beer Retailer July 19 at 3 County Court house, Blackburn
DARLEY, THOMAS, Kippax, Yorks, Greengrocer July 19 at 10.30 Off Rec, 6, Bond ter, Wakefield
DAVIES, JOHN, Lower Cwmtwrch, Glam, Tailor July 19 at 12.30 Off Rec, 31, Alexandra rd, Swansea
DAVIES, THOMAS, Llanfaltog, Pembroke July 19 at 11.30 Off Rec, 4, Queen st, Carmarthen
GIBBON, JOSEPH, Uxmaston, Pembroke, Gas Manager July 19 at 11 Off Rec, 4, Queen st, Carmarthen
GORDON, WILLIAM DICKIE, Hilldrop crescent, Camden rd July 20 at 2.30 Bankruptcy bldgs, Carey st
HERMANN, HYMAN, New Oxford st, Wine Merchant July 20 at 12 Bankruptcy bldgs, Carey st,
HOBSON, ERNEST, Sheffield, Grocer July 19 at 2 Off Rec, Figtree ln, Sheffield
ILES, FREDERICK, Birmingham, Fancy Goods Manufacturer July 20 at 11 174, Corporation st, Birmingham
JONES, DAVID, Llansilin, Denbighs, Farmer July 20 at 3.30 Queen Hotel, Oswestry
JOSE, JOHN, St Juliot, Cornwall, Farmer July 23 at 12 Duke of Cornwall Hotel, Plymouth
KAYS, MARTIN THOMAS July 20 at 1 Bankruptcy bldgs, Carey st, London
KILMISTER, CHARLES, Hove, Sussex, Boot Maker July 19 at 3 Off Rec, 24, Railway approach, London Bridge
MCKERROW, GAVIN, Seacombe, Chester, Scotch Draper July 20 at 12 Off Rec, 35, Victoria st, Liverpool
MELLOR, JOHN THOMAS, Liverpool, Dairyman July 20 at 2.30 Off Rec, 35, Victoria st, Liverpool
MILLS, OWEN, Bethesda, Drug Dealer July 19 at 3.30 Crypt chmbrs, Eastgate row, Chester
NICHOLSON, JOHN, and GEORGE NICHOLSON, Harwood, nr Bolton, Farmers July 21 at 3 Off Rec, 16, Wood st, Bolton
ORTON, GEORGE FREDERICK, Bloxwich, Grocer July 27 at 10 Off Rec, Wolverhampton
OVENS, ANNIE, Manchester July 20 at 3 Off Rec, Byrom st, Manchester
POWELL, JOHN HENRY, Wolverhampton, Tobacconist July 27 at 10.30 Off Rec, Wolverhampton
POWELL, WILLIAM HART, Dover, Grocer July 21 at 9.30 Off Rec, 73, Castle st, Canterbury
RAMSEY, ROBERT, Snaith, Yorks July 19 at 1 Off Rec, 6, Bond ter, Wakefield
RAMUS, ALBERT ISAAC, Brondesbury July 25 at 12 Bankruptcy bldgs, Carey st
REAKES, FRANK, Evercreech, Somerset, Farmer July 20 at 12.30 Off Rec, Baldwin st, Bristol
ROBERTS, A L, Borough rd July 21 at 12 Bankruptcy bldgs, Carey st
ROSS, EDWARD HOLMES, Copthall av July 20 at 12 Bankruptcy bldgs, Carey st
SHERWOOD, TOM, Workington, Draper July 19 at 1.30 Court house, Cockermouth
STANDISH, ARTHUR, Castleford, Yorks July 19 at 11 Off Rec, 6, Bond ter, Wakefield
STOTT, TAYLOR, Elland, Yorks, Carrier July 23 at 11 Off Rec, Townhall chmbrs, Halifax
VEASEY, WILLIAM MARTIN, Whissendine, Rutlands July 19 at 12.30 Off Rec, 1, Berridge st, Leicester
WALTERS, JOHN JAMES, West Hartlepool, Tailor July 20 at 12 Off Rec, 25, John st, Sunderland
WARD, WILLIAM HARRY, Birmingham, Chartered Accountant July 22 at 11 174, Corporation st, Birmingham
WAUTER, H, Vassall rd, Brixton, Wine Merchant July 21 at 2.30 Bankruptcy bldgs, Carey st
WEBSTER, WILLIAM, Borobridge, Yorks, Innkeeper July 21 at 12.15 Off Rec, 28, Stonegate, York
WHITBY, WILLIAM HERBERT, Nottingham, Commercial Traveller July 19 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
WILLIAMS, EDGAR, Abertillery, Mon, Grocer July 19 at 12 65, High st, Merthyr Tydfil
WILLIAMS, ELIAS, Chirk, Denbighs, Grocer July 20 at 12 The Priory, Wrexham
YARNOLD, HENRY, Walsall, Builder July 21 at 11 Off Rec, Walsall

ADJUDICATIONS.

ACKROYD, WILLIAM, Keighley, Yorks, Iron Turner Bradford Pet June 23 Ord July 9
BARBER, DAVID, Altrincham, Plumber Manchester Pet July 7 Ord July 7
BARTLEET, WILLIAM, Sparkbrook, Birmingham, Commission Agent Birmingham Pet June 30 Ord July 6
BLUETT, PETER WILLIAM PELLIER, Sheerness, Assistant Engineer Plymouth Pet April 12 Ord July 4
BROWN, EDWARD, St John's Wood, Licensed Victualler High Court Pet June 9 Ord July 7
BURGESS, ARTHUR, Harbury, Warwicks, Victualler Warwick Pet June 6 Ord July 7
CHAMBERS, THOMAS, Kendal, Picture Frame Maker Kendal Pet July 8 Ord July 8
DAWBER, HENRY WILLIAMSON, Worksop Lincoln Pet July 9 Ord July 9
GIBBON, JOSEPH, Uxmaston, Pembroke, Gas Manager Pembroke Dock Pet June 30 Ord July 7
GOLDER, JOSEPH, Salford, Painter Salford Pet July 7 Ord July 8
GOODMAN, EDWARD AUBREY, Bristol, Theatre Proprietor Bristol Pet June 14 Ord July 9
GORE, WENTWORTH, Jermyn st High Court Pet May 4 Ord July 9
GRIFFITHS, WILLIAM, Llanelly, Coal Merchant Carmarthen Pet March 15 Ord July 9
GYI, J A MOUNO, Gray's-inn, Law Student High Court Pet May 10 Ord July 8
HARRIS, MYER, Leylands, Leeds, Slipper Manufacturer Leeds Pet July 7 Ord July 7
HOOPER, ALBERT EDWARD, Bartholomew close, Licensed Victualler High Court Pet May 27 Ord July 8
ILES, FREDERICK, Birmingham, Fancy Goods Manufacturer Birmingham Pet June 28 Ord July 6
JARVIS, GEORGE, Fenchurch st, Licensed Victualler High Court Pet July 7 Ord July 7
JOHNSTON, EDWARD BROCKBANK, Foster lane, Cheapside High Court Pet May 18 Ord July 7
JONES, DAVID, Llansilin, Denbighs, Farmer Wrexham Pet June 4 Ord July 8
JONES, OWEN HENRY, Minafon, Tywyn, nr Llandudno, Commission Agent Bangor Pet July 8 Ord July 9
KRAY, THOMAS, Longton, Staffs, Builder Stoke upon Trent Pet June 25 Ord July 7
LEAT, FRANCIS WILLIAM HENRY, Gloucester, Builder Gloucester Pet June 16 Ord June 7
LINES, JOHN, Bridport, Fruit Dealer Dorchester Pet July 9 Ord July 9
LOGAN, JAMES, and HERBERT MATTHEWS, Polesdown, Hants, Auctioneers Poole Pet May 12 Ord July 4
NICHOLS, HARRY SIDNEY, Charing Cross rd, Publisher High Court Pet June 17 Ord July 7
NICHOLSON, JOHN, and GEORGE NICHOLSON, Harwood, nr Bolton, Farmers Bolton Pet July 7 Ord July 7
NORMAN, WILLIAM HOSKEN, Stratford, Cycle Manufacturer High Court Pet July 8 Ord July 8
PEARCE, ISAAC JENKINS, Bristol Bristol Pet June 10 Ord July 7
PERKINS, EDWARD ARTHUR, Chester, Hide Merchant Chester Pet April 26 Ord July 8
RAMSEY, ROBERT, Carlton, nr Snaith Wakefield Pet July 7 Ord July 7
RAMUS, ALBERT ISAAC, Brondesbury High Court Pet July 7 Ord July 7
ROSS, EDWARD HOLMES, Copthall av High Court Pet May 26 Ord July 7
SEELY, WALTER HENRY, Itteringham, Norfolk, Farmer Norwich Pet July 2 Ord July 9
SILVERMAN, JACOB, Fournier st, Spitalfields, Cap Manufacturer High Court Pet June 16 Ord July 7
STANLEY, MARY, St Lawrence, I W Newport, I W Pet June 10 Ord July 9
STEPHENS, SAMUEL, Edinburgh mansns, Westminster Barrister High Court Pet July 7 Ord Aug 28
TOWNSEND, FRANCIS EDWARD, Plymouth, Railway Contractor Plymouth Pet May 16 Ord July 6
TURTON, JAMES, Haydock, Lancs, Grocer Warrington Pet July 7 Ord July 7
WEBSTER, WILLIAM, Borobridge, Yorks, Innkeeper York Pet July 7 Ord July 7
WILLIAMS, JAMES GRAHAM, Swansea, Confectioner Swansea Pet July 5 Ord July 7
WILSON, JOSEPH, Warrington, Glass Dealer Warrington Pet July 8 Ord July 8
WILSON, RICHARD, Jermyn st, Licensed Victualler High Court Pet June 1 Ord July 7
YOUNG JOHN, King's Heath, Worcesters, Fruiterer Birmingham Pet June 23 Ord July 8

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

LAW FIRE INSURANCE SOCIETY, 114, Chancery-lane, London.

Notice is Hereby Given that an EXTRAORDINARY GENERAL MEETING of the Shareholders of the above Society will be held at the SOCIETY'S HOUSE, in CHANCERY-LANE, on TUESDAY, the 26th inst., to elect a Director in the place of George Ernest Steward, Esq., deceased.

The Candidate for the vacant seat is Edmund Trevor Lloyd Williams, Esq., of Clement's-inn, Solicitor.

The Chair will be taken at 1 o'clock precisely.

By order of the Board of Directors.

GEORGE WILLIAM BELL, Secretary.

TERMINABLE DEBENTURES.

NATIONAL MORTGAGE AND AGENCY COMPANY OF NEW ZEALAND, LIMITED.

Chairman - - - H. R. GRENFELL, Esq.

CAPITAL - - - £1,000,000.

Called Up, £200,000. Uncalled, £800,000.

The Company receives money on Debentures for five or seven years. Interest payable half-yearly by coupons attached to the Bonds.

By the Articles of Association the issue of Debentures is restricted to the amount of the uncalled capital, and they are secured by a Trust Deed, establishing a preferential charge thereon for the holders.

Prospectuses and full information as to the rates of interest may be obtained from the Manager, 8, Great Winchester-street, London, E.C.

LAW.—Wanted, a thoroughly competent Conveyancing Draftsman, over thirty years of age and unadmitted; must be experienced in Company and Commercial Drafting, and able to act without supervision; very liberal salary to thoroughly competent man.—Apply, with references, CONVEYANCER, "Solicitors' Journal" Office, 27, Chancery-lane, W.C.